# Marion County
## Board of County Commissioners
### Meeting Agenda

McPherson Governmental Campus
601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2323
Fax: 352-438-2324

District 1 – Craig Curry, Commissioner
District 2 – Kathy Bryant, Commissioner
District 3 – Matt McClain, Vice-Chair
District 4 – Carl Zalak, III, Chairman
District 5 – Michelle Stone, Commissioner

**Tuesday, May 5, 2026** **9:00 AM** **McPherson Governmental Campus Auditorium**

The Marion County Board of County Commissioners welcomes you to its regularly scheduled meeting held the first and third Tuesday of each month at 9 a.m. unless otherwise noted. The zoning portion of the meeting is held on the third Tuesday of each month at 2 p.m. and the third Wednesday of each month at 1:30 p.m., unless otherwise noted.

All commission and zoning meetings are open to the public.

Pre-screening will be conducted upon entering the administrative building, located at 601 SE 25th Ave., Ocala, FL 34471.

As a courtesy to others, silence your cell phones and other electronic devices before entering the auditorium. If you need to take a call, please step outside.

PUBLIC COMMENTS
To encourage participation, ensure equal access to all participants and foster mutual respect, please follow these guidelines.

-Regular BCC Meeting
-There are two (2) public comment portions on the agenda, one reserved for comments related to items specifically listed on the agenda, and one for all other comments.
-To be allotted five (5) minutes, you must sign up the Friday prior to the meeting that you wish to speak at. You can sign up online at https://marionfl.org/comment or via phone at 352-438-2300.
-Those who do not submit a request in advance (by 5:00 p.m. the Friday prior) are still welcome to sign up at the desk located in the foyer of the commission auditorium on the day of the meeting, but will only be allotted two (2) minutes.

-BCC Planning and Zoning Meeting
-Public Comments during the Planning and Zoning portion of the meeting will be limited to two (2) minutes per speaker. You must sign in at the desk located in the foyer of the commission auditorium on the day of the meeting.

Marion County staff is available throughout each meeting for your convenience.

Anyone requiring accommodations due to a disability or physical impairment should contact Marion County Administration at 352-438-2300 at least two (2) days before a meeting.

Agenda items are posted on Marion County's website, https://www.marionfl.org, before each board meeting. Click the "Agendas & Videos" link on the homepage to download the agenda packet and back-up documentation.

The Marion County Clerk of Court keeps the official minutes and audio recordings of commission meetings, workshops and public hearings. To request a copy of these materials, contact the Clerk's Office at 352-671-5622. Marion County streams video for most board meetings, workshops and public hearings (when applicable) live online through the county's website. These recordings are archived online after meetings, but copies can be requested by Marion County Administration at 352-438-2300.

**CALL TO ORDER**
**INVOCATION AND PLEDGE OF ALLEGIANCE**
**9:00 AM ROLL CALL**
**ANNOUNCEMENTS**

## 1. PROCLAMATIONS AND PRESENTATIONS:

**1.1.** PRESENTATION - Fiscal Year 2024-25 Annual Comprehensive Financial Report - Timothy Westgate, CPA, Audit Partner, Purvis Gray & Company (Presentation Only)

**1.2.** PRESENTATION - Fiscal Year 2023-24 Certificate of Achievement for Excellence in Financial Reporting, Fiscal Year 2023-24 Award for Outstanding Achievement in Popular Annual Financial Reporting, and Fiscal Year 2025-26 Distinguished Budget Presentation Awarded to the Marion County Clerk of Court and Comptroller's Office - Gregory C. Harrell, Clerk of Court and Comptroller (Presentation Only)

**1.3.** PROCLAMATION - Problem Solving Court Month - Crystal Watkins, Drug Court Manager, Fifth Judicial Circuit (Approval and Presentation)

**1.4.** PROCLAMATION - Motorcycle Safety Month - Greg Smale, President, American Bikers Aiming Towards Education “ABATE” (Approval and Presentation)

**1.5.** PROCLAMATION - Anthony’s 150th Anniversary - Bertha Flynn, President, Anthony Historical Society (Approval and Presentation)

**1.6.** PROCLAMATION - National Travel and Tourism Week - Loretta Shaffer, Director, Tourist Development (Approval and Presentation)

**1.7.** PRESENTATION - Employee Appreciation Month and Ideal Team Players 2026 - Bobbi Perez, Human Resources Director (Presentation Only)

**1.8.** PROCLAMATION - Building Safety Month (Approval Only)

**1.9.** PROCLAMATION - Eagle Scout Court of Honor - Daniel Mercado (Approval Only)

## 2. AGENDA ITEM PUBLIC COMMENTS:

Reserved for comments related to items specifically listed on this agenda. Scheduled requests will be heard first and limited to five (5) minutes. Unscheduled requests will be limited to two (2) minutes. Citizens may contact Marion County Administration by 5:00 p.m. the Friday before the meeting at 352-438-2300 to request to speak or submit the request online at: www.marionfl.org.

## 3. ADOPT THE FOLLOWING MINUTES:

**3.1.** January 6, 2026

**3.2.** January 20, 2026

**3.3.** January 26, 2026

## 4. CONSTITUTIONAL OFFICERS AND GOVERNMENTAL OR OUTSIDE AGENCIES:

**4.1.** Request Approval to Renew Agreement Between the Fifth Judicial Circuit Court and Marion County Board of County Commissioners to Provide Funding for a Court Program Specialist I in Post Adjudication Expansion Drug Court (26-27-02) (Budget Impact - Neutral; expenditure of $102,295.89)

**4.2.** Request Approval to Renew Agreement Between the Fifth Judicial Circuit Court and Marion County Board of County Commissioners to Provide Funding for a Court Program Specialist I in Veterans Treatment Court (26-27-03) (Budget Impact - Neutral; expenditure of $101,331.89)

## 5. CLERK OF THE CIRCUIT COURT:

### 5.1. Budget Amendment

**5.1.1.** County Transportation Maintenance Fund - Multiple Departments - $200,000

**5.1.2.** Fine and Forfeiture Fund - State Attorney Technology - $115,700

**5.1.3.** Insurance Fund - Insurance - $944,947

**5.1.4.** Public Improvement Transportation Capital Projects Fund - Public Improvement Transportation Capital - $145,033

**5.1.5.** Solid Waste Disposal Fund - Solid Waste Disposal - $65,000

**5.1.6.** Solid Waste Disposal Fund - Solid Waste Disposal - $183,000

**5.1.7.** Solid Waste Disposal Fund - Solid Waste Recycling - $28,500

**5.1.8.** Stormwater Fund - Stormwater Program - $210,000

### 5.2. Clerk of the Court Items

**5.2.1.** Present the Acquisition or Disposition of Property Forms Authorizing Changes in Status, as Follows: 050667, 052188, 140750D and IT Disposition List

## 6. PUBLIC HEARINGS (Request Proof of Publication) at 10:00 am:

Public participation is encouraged. When prompted, please step up to the podium and state your name and address for the record. Please limit your comments to the specific issue being addressed.

**6.1.** PUBLIC HEARING to Consider an Ordinance Amending the Marion County Code, Creating Section 18-8, Entitled Nonconsensual Towing and a Resolution Establishing Maximum Rates for Nonconsensual Towing Services and Storage of Vehicles and Vessels

## 7. CONSENT:

A motion to approve the Consent Agenda is a motion to approve all recommended actions. All matters on the Consent Agenda are considered routine and will be enacted by one motion. There will be no separate discussion unless desired by a Commissioner.

### 7.1. Attorney:

**7.1.1.** Request Board Authorization for County Attorney and County Engineer to Proceed with the Acquisition of Certain Property Interests from Ivan Portal and Annia Gutierrez, or their Successors in Interest, for the SW/NW 80th/70th Avenue Road Construction Project, Within the Purchase Price and Other Parameters Described Herein (Budget Impact - Neutral; expenditure of $38,274.75)

### 7.2. Community Services:

**7.2.1.** Request Approval of Second Amendment to the Marion County Standard Professional Service Agreement Acquisition and Rehabilitation of Rental Housing Project with S & A Allen SR 200, LLC (Budget Impact - None)

### 7.3. Fire Rescue:

**7.3.1.** Request Approval of the Interlocal Agreement between Marion County, Florida and the District Board of Trustees of the College of Central Florida (Budget Impact - None)

### 7.4. Human Resources:

**7.4.1.** Request Approval of the Reclassification of Three RLE Maintenance Tech Equipment Operator Positions, Pay Grade 103 Non-Exempt, to Three RLE Maintenance Tech Equipment Operator Positions, Pay Grade 103-105 Non-Exempt, within the Budget of Contracted Road Construction RLE MSTU HC505541 (Budget Impact - None)

### 7.5. Procurement Services:

**7.5.1.** Request Approval of Bid Award: 26B-059 SE 113th Street Road Resurfacing Project - Art Walker Construction, Inc., Ocala, FL (Budget Impact - Neutral; expenditure of $974,113)

**7.5.2.** Request Approval of Bid Exemption: 26BE-087 Long-Term Gopher Tortoise Recipient Site - Atlantic Ecological Services, St. Augustine, FL (Budget Impact - Neutral; expenditure of $312,500)

**7.5.3.** Request Approval of Contract: 26C-082 Evaluation of Leachate Treatment Options for Marion County Baseline Landfill - University of Florida Herbert Wertheim College of Engineering, Gainesville, FL (Budget Impact - Neutral; expenditure of $126,000)

**7.5.4.** Request Approval of Contract Amendment: 25B-048-CA-01 Scrap Metal Recycling Services - Trademark Metal Recycling LLC, Tampa, FL (Budget Impact - Revenue; estimated additional $50,000 annually)

**7.5.5.** Request Approval of Contract Amendment (Renewal): 22Q-073-CA-02 Tree Services Contract - Flyway Access LLC dba Conrad Tree Service, Ocala, FL and Enviro Tree Service LLC, Apopka, FL (Budget Impact - None)

**7.5.6.** Request Approval of Contract Amendment (Renewal): 23Q-081-CA-01, Electric Motor/Pump/Blower Repair Services - CEC Motor and Utility Services, Palmetto, FL; and Electrical & Mechanical Maintenance, Inc., Bradenton, FL (Budget Impact - Neutral; estimated annual expenditure of $200,000)

**7.5.7.** Request Approval of Contract Amendment (Renewal): 24B-227-CA-01 - Active Wear for Fire Rescue Personnel - Empire Printing LLC, Springfield, MO (Budget Impact - Neutral; Estimated Annual Expenditure of $75,000)

**7.6. Tourist Development:**

**7.6.1.** Request Approval of Tourist Development Council Recommendation for Room Night Generating Event (Budget Impact - Neutral; expenditure of up to $3,900)

**7.6.2.** Request Approval of Tourist Development Council Request for Event Bid Fee (Budget Impact - Neutral; expenditure of $90,000)

**7.7. Transportation - County Engineer:**

**7.7.1.** Request Approval of Amendment to the Purchase Agreement and Escrow Agreement with C & K Investments Ocala, LLC Related to the Construction of a Left Turn Lane on County Road 42 Associated with Previously Acquired Property (Budget Impact - Neutral)

**7.7.2.** Request Approval of a Purchase Agreement Associated with the NW 80th/70th Avenue Segment 3 Road Improvement Project for a Portion of Parcel 23299-005-00 (Budget Impact- Neutral; expenditure of $15,000)

**7.7.3.** Request Approval of a Purchase Agreement Associated with the NW 80th/70th Avenue Segment 3 Road Improvement Project for a Portion of Parcel 23299-003-00 (Budget Impact- Neutral; expenditure of $7,500)

**7.7.4.** Request Approval of a Purchase Agreement Associated with the NW 80th/70th Avenue Segment 3 Road Improvement Project for a Portion of Parcel 21625-000-05 (Budget Impact-Neutral; expenditure of $75,000)

**7.7.5.** Request Approval of a Purchase Agreement Associated with the SW 80th Avenue Segment 1 Road Improvement Project for a Portion of Parcel 21251-001-20 (Budget Impact- Neutral; expenditure of $63,300)

**7.7.6.** Request Approval of a Purchase Agreement Associated with the NW 49th Street Phase 3 Road Improvement Project for a Portion of Parcel 13561-001-02 (Budget Impact- Neutral; expenditure of $5,300)

## 8. COUNTY ATTORNEY:

**8.1.** Request Board Authorization for County Attorney and County Engineer to Proceed with the Acquisition of Certain Property Interests from Adam Paul Lusk and Lynn Ann Lusk, as Trustees of the Adam Paul Lusk and Lynn Ann Lusk Joint Revocable Trust, or their Successors in Interest, for the NW 49th Street Phase 3 Road Construction Project, within the Purchase Price and Other Parameters Described Herein (Budget Impact - Neutral; expenditure of $2,488,131.25)

## 9. COUNTY ADMINISTRATOR:

**9.1.** Present 911 Management Department Update

## 10. COMMITTEE ITEMS: NONE

## 11. NOTATION FOR ACTION:

**11.1.** Request Approval to Schedule a Workshop with Parks & Recreation Regarding Department Funding on Tuesday, May 26, 2026, at 9:00 a.m. in the McPherson Governmental Campus Auditorium

**11.2.** Request Approval to Schedule and Advertise a Public Hearing to Consider an Ordinance to Amend the Name of the Municipal Service Taxing Unit and to Increase the Maximum Assessment Rate for Bahia Oaks Municipal Service Taxing Unit for Street Lighting on Wednesday, June 3, 2026 at 2:00 p.m. in the McPherson Governmental Campus Auditorium

**11.3.** Request Approval to Schedule and Advertise a Public Hearing to Consider a Rate Resolution to Increase the Current Assessment Rate Associated with the Bahia Oaks Municipal Service Benefit Unit for Street Lighting on Wednesday, June 3, 2026 at 2:00 p.m. or as Soon Thereafter as Possible in the McPherson Governmental Campus Auditorium

**11.4.** Request Approval to Schedule and Advertise a Public Hearing to Consider a Rate Resolution to Increase the Current Assessment Rate Associated with the Kingsland Country Estates Whispering Pines and Kingsland Country Estates Forest Glenn Municipal Service Benefit Unit for Street Lighting on Wednesday, June 3, 2026 at 2:00 p.m. or as soon thereafter as possible in the McPherson Governmental Campus Auditorium

**11.5.** Request Approval to Schedule and Advertise a Public Hearing to Consider a Rate Resolution to Increase the Current Assessment Rate Associated with the Indian Meadows Municipal Service Benefit Unit for Street Lighting on Wednesday, June 3, 2026 at 2:00 p.m. or as Soon Thereafter as Possible in the McPherson Governmental Campus Auditorium

**11.6.** Request Approval to Schedule and Advertise a Public Hearing to Consider a Rate Resolution to Increase the Current Assessment Rate Associated with the Golden Hills Turf and Country Club Municipal Service Benefit Unit for Street Lighting on Wednesday, June 3, 2026 at 2:00 p.m. or as Soon Thereafter as Possible in the McPherson Governmental Campus Auditorium

**11.7.** Request Ratification of the State of Emergency Order Signed by the Vice Chairman on April 20, 2026, Pertaining to a Ban on the Use of Flares, Explosives, or Outdoor Burning Devices or Otherwise Lawful Outdoor Burning

**11.8.** Request Ratification of the Extension of the State of Emergency Order Signed by the Chairman on April 27, 2026, Pertaining to a Ban on the Use of Flares, Explosives, or Outdoor Burning Devices or Otherwise Lawful Outdoor Burning

## 12. GENERAL PUBLIC COMMENTS:

Scheduled requests will be heard first and limited to five (5) minutes. Unscheduled speakers will be limited to two (2) minutes. Citizens may contact Marion County Administration by 5:00 p.m. the Friday before the meeting at 352-438-2300 to request to speak or sign up online at: www.marionfl.org .

## 13. COMMISSIONER ITEMS:

### 13.1. Commission Comments

### 13.2. Commission Calendar

**13.2.1.** Present Commission Calendar

## 14. NOTATION FOR RECORD:

### 14.1. County Administrator Informational Items:

**14.1.1.** Present Letter of Support Dated April 28, 2026, to FloridaCommerce for the East Central Florida Regional Capacity Building and Technical Assistance Project Proposed by the East Central Florida Regional Planning Council

**14.1.2.** Present Update on 2022-26 Strategic Plan Empowering Marion for Success II for May 2026

**14.2. Present Walk-On Items From Previous BCC Meeting: NONE**

**14.3. Clerk of the Court:**

**14.3.1.** Present Letter Dated April 14, 2026, from the City of Belleview, Development Services Department, Regarding Scheduled Meetings for the Annexation Application Relating to Parcels 36862-000-00, 36872-001-01 and 36872-001-03

**14.3.2.** Present Administrative Budget Transfer Report for Fiscal Year 2025-26

**14.3.3.** Present Regular Report of Utilization for Reserve for Contingencies

**14.4. Present for information and record, minutes and notices received from the following committees and agencies:**

**14.4.1.** Dog Classification Board - October 1, 2025 and February 19, 2026

**14.4.2.** Development Review Committee (DRC) - April 6 and 13, 2026

**14.4.3.** Land Development Regulation Committee - March 25, 2026

**14.4.4.** Marion Oaks Municipal Services Advisory Board for Recreation Services and Facilities - January 13 and February 10, 2026

**14.4.5.** Public Safety Coordinating Council (PSCC) - January 26, 2026

**14.4.6.** Tourist Development Council - March 26, 2026

**14.5. General Informational Items:**

**14.5.1.** Marion County Health Department – For the Latest health news and information, Visit the Website at http://marion.floridahealth.gov/

**14.5.2.** Southwest Florida Water Management District (SWFWMD) - For Minutes and Agendas, Visit the Website at http://www.WaterMatters.org

**14.5.3.** St. Johns River Water Management District (SJRWMD) - For Minutes and Agendas, Visit the Website at https://www.sjrwmd.com

**14.5.4.** Transportation Planning Organization (TPO) - For Minutes and Agendas, Visit the Website at https://ocalamariontpo.org

**14.5.5.** Withlacoochee Regional Water Supply Authority (WRWSA) - For Minutes and Agendas, Visit the Website at http://www.wrwsa.org

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22684 **Agenda Date:** 5/5/2026 **Agenda No.:** 1.1.

**SUBJECT:**
**PRESENTATION - Fiscal Year 2024-25 Annual Comprehensive Financial Report - Timothy Westgate, CPA, Audit Partner, Purvis Gray & Company (Presentation Only)**

**INITIATOR:**
**Jennifer Cole, Finance Director**

**DEPARTMENT:**
**Clerk of Court**

**DESCRIPTION/BACKGROUND:**
Presentation of the FY 2024-25 Annual Comprehensive Financial Report (ACFR) by the External Auditors.

The ACFR can be found at the following website:

<https://www.marioncountyclerk.org/departments/finance/annual-comprehensive-financial-report/>

**BUDGET/IMPACT:**
None

**RECOMMENDED ACTION:**
Presentation only.

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22797 **Agenda Date:** 5/5/2026 **Agenda No.:** 1.2.

**SUBJECT:**
**PRESENTATION - Fiscal Year 2023-24 Certificate of Achievement for Excellence in Financial Reporting, Fiscal Year 2023-24 Award for Outstanding Achievement in Popular Annual Financial Reporting, and Fiscal Year 2025-26 Distinguished Budget Presentation Awarded to the Marion County Clerk of Court and Comptroller's Office - Gregory C. Harrell, Clerk of Court and Comptroller (Presentation Only)**

**INITIATOR:**
**Katie Hunnicutt, Chief of Staff**

**DEPARTMENT:**
**Clerk of Court**

**DESCRIPTION/BACKGROUND:**
Presentation of FY 2023-24 Certificate of Achievement for Excellence in Financial Reporting, FY 2023-24 Award for Outstanding Achievement in Popular Annual Financial Reporting, and FY 2025-26 Distinguished Budget Presentation Awarded to the Marion County Clerk of Court and Comptroller's Office.

**BUDGET/IMPACT:**
None

**RECOMMENDED ACTION:**
Presentation only.

**The Government Finance Officers Association of the United States and Canada**

*presents this*

# AWARD OF FINANCIAL REPORTING ACHIEVEMENT

*to*

## Gregory C. Harrell

Clerk of Court and Comptroller
Marion County, Florida

*The Award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the department or individual designated as instrumental in the government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.*

Executive Director

Christopher P. Morrill

Date: 11/18/2025

Government Finance Officers Association

# Award for Outstanding Achievement in Popular Annual Financial Reporting

Presented to

**Marion County**
**Florida**

For its Annual Financial Report
For the Fiscal Year Ended

September 30, 2024

Christopher P. Morrill

Executive Director/CEO

GOVERNMENT FINANCE OFFICERS ASSOCIATION

# *Distinguished Budget Presentation Award*

**PRESENTED TO**

## Marion County
## Florida

For the Fiscal Year Beginning

**October 01, 2025**

Christopher P. Morrill

**Executive Director**

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22799 **Agenda Date:** 5/5/2026 **Agenda No.:** 1.3.

**SUBJECT:**
**PROCLAMATION - Problem Solving Court Month - Crystal Watkins, Drug Court Manager, Fifth Judicial Circuit (Approval and Presentation)**

**INITIATOR:**
**Gennifer Medina, Executive Assistant**

**DEPARTMENT:**
**Commission Office**

**DESCRIPTION/BACKGROUND:**
See attached.

**BUDGET/IMPACT:**
None

**RECOMMENDED ACTION:**
Motion for approval and presentation.

# PROCLAMATION

## BOARD OF COUNTY COMMISSIONERS
## OF MARION COUNTY, FLORIDA

**WHEREAS,** National Treatment Court Month is observed in May, and in the State of Florida, Treatment Courts are known as Problem-Solving Courts; and problem-solving courts play a crucial role in improving substance use disorder, mental disorders, and treatment outcomes, while also fostering community partnerships to enhance public safety, quality of life and public health; and

**WHEREAS,** Problem-Solving Courts address the root causes of justice-system involvement through a multidisciplinary team approach, intensive judicial supervision, and evidence-based treatment, helping participants reduce recidivism, achieve stability, and rebuild their lives; and

**WHEREAS**, Problem-solving courts strengthen confidence in the justice system, save taxpayer dollars, and are widely recognized as one of the most effective interventions for individuals with substance use and mental health disorders; and their success is made possible through the dedicated work of judges, court coordinators, attorneys, treatment professionals, law enforcement and corrections personnel, researchers, educators, and community leaders; and

**WHEREAS,** the first drug court was established in Miami in 1989, serving as the model for 183 Problem-Solving Courts in Florida and more than 4,000 worldwide; and Marion County's first drug court, established in 1994, has served more than 5,000 participants and expanded to four tracks, including Juvenile Treatment Court; and the county also operates Mental Health Court, Veterans Treatment Court, Family Treatment Court, DUI Court, and Early Childhood Court, collectively assisting more than 500 adults, juveniles, and veterans in 2025; and

**NOW THEREFORE,** the Board of County Commissioners of Marion County, Florida, by virtue of the authority vested in us, hereby proclaim the month of **May 2026** as

**"PROBLEM SOLVING COURT MONTH"**

and encourages all citizens to recognize the judges, staff, stakeholders, graduates, and participants whose efforts contribute to the success of these programs and have reduced crime, saved lives, and positively impacted our community.

**DULY PROCLAIMED** this **5th** day of **May, 2026**.

**BOARD OF COUNTY COMMISSIONERS**
**MARION COUNTY, FLORIDA**

_____
CARL ZALAK III, CHAIRMAN

_____
MATT MCCLAIN, VICE CHAIR

_____
KATHY BRYANT, COMMISSIONER

_____
MICHELLE STONE, COMMISSIONER

**ATTEST:**

_____
GREGORY C. HARRELL, CLERK

_____
CRAIG CURRY, COMMISSIONER

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22792 **Agenda Date:** 5/5/2026 **Agenda No.:** 1.4.

**SUBJECT:**
**PROCLAMATION - Motorcycle Safety Month - Greg Smale, President, American Bikers Aiming Towards Education “ABATE” (Approval and Presentation)**

**INITIATOR:**
**Gennifer Medina, Executive Assistant**

**DEPARTMENT:**
**Commission Office**

**DESCRIPTION/BACKGROUND:**
See attached.

**BUDGET/IMPACT:**
None

**RECOMMENDED ACTION:**
Motion for approval and presentation.

# PROCLAMATION

## BOARD OF COUNTY COMMISSIONERS
## OF MARION COUNTY, FLORIDA

**WHEREAS,** Marion County's growing population, seasonal residents and travelers using Marion County roadways make motorcycle safety an important issue for all drivers and the safe operation of a motorcycle requires the use of special skills developed through a combination of training and experience, the use of good judgement, and a thorough knowledge of traffic laws and licensing requirements; and

**WHEREAS,** as of November 2025, there were 671,694 registered motorcycles in Florida, including 15,696 in Marion County, and as of April 7, 2024, there were 1,460,576 motorcycle endorsements statewide, with 38,012 in Marion County; and

**WHEREAS,** to prevent injuries and deaths on roadways, it is important for motorcyclists and motorists to always be vigilant in their efforts to share the roadway and ensure safety for everyone; and

**WHEREAS,** motorcycle organizations, clubs, dealerships, groups and highway safety officials in our county are encouraged to join the Florida Rider Motorcycle Safety Program, ABATE of Florida, Inc., and all motorcyclists in actively promoting safe operation, increased rider raining, improved licensing agreements, and motorist awareness; and

**WHEREAS,** the Motorcycle Safety Foundation has designated the month of May as Motorcycle Safety Awareness Month, as recognized by the National Highway Traffic Safety Administration, and the Governor of the State of Florida, to encourage other motor vehicle operators to be cautious and observe these vulnerable road users on Marion County streets and highways;

**NOW THEREFORE**, the Board of County Commissioners of Marion County, Florida, by virtue of the authority vested in us do hereby proclaim that **May, 2026** be known as

**"MOTORCYCLE SAFETY AWARENESS MONTH"**

**DULY PROCLAIMED** this **5th** day of **May**, **2026**.

**BOARD OF COUNTY COMMISSIONERS**
**MARION COUNTY, FLORIDA**

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CARL ZALAK, III, CHAIRMAN

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MATT MCCLAIN, VICE CHAIR

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KATHY BRYANT, COMMISSIONER

**ATTEST:**

_____
MICHELLE STONE, COMMISSIONER

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GREGORY C. HARRELL, CLERK

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CRAIG CURRY, COMMISSIONER

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22791 **Agenda Date:** 5/5/2026 **Agenda No.:** 1.5.

**SUBJECT:**
**PROCLAMATION - Anthony's 150th Anniversary - Bertha Flynn, President, Anthony Historical Society (Approval and Presentation)**

**INITIATOR:**
**Gennifer Medina, Executive Assistant**

**DEPARTMENT:**
**Commission Office**

**DESCRIPTION/BACKGROUND:**
See attached.

**BUDGET/IMPACT:**
None

**RECOMMENDED ACTION:**
Motion for approval and presentation.

# PROCLAMATION

## BOARD OF COUNTY COMMISSIONERS
## OF MARION COUNTY, FLORIDA

**WHEREAS,** the community of Anthony, Florida, was founded in 1876 following the purchase of land by Edwin C. Anthony from Jacob Leitner, whose property originated from a United States land grant, and is recognized as one of the earliest established communities in Marion County, with a long-standing history rooted in the settlement and development of North Central Florida; and

**WHEREAS,** the expansion of the railroad through Anthony in the late 19th century played a vital role in the community's growth, providing essential transportation for agricultural products and connecting the area to broader regional markets; and

**WHEREAS**, throughout its history, Anthony has remained an integral part of Marion County's cultural identity, preserving its rural character, historic landscapes, and strong sense of community; and

**WHEREAS,** the preservation and promotion of Anthony's rich history are supported by the dedicated efforts of the Anthony Historical Society and community members committed to safeguarding its legacy for future generations; and

**WHEREAS,** the celebration of Anthony's 150th Anniversary provides an opportunity to honor its founders, recognize its historical significance, and bring together residents and visitors in appreciation of its enduring contributions to Marion County;

**NOW THEREFORE,** the Board of County Commissioners of Marion County, Florida, by virtue of the authority vested in us do hereby proclaim **May 2026** as

**"ANTHONY'S 150th ANNIVERSARY"**

and encourages all residents to join in celebrating this milestone and recognizing the historical importance of the Anthony community and its lasting impact on Marion County.

**DULY PROCLAIMED** this **5th** day of **May, 2026**.

**BOARD OF COUNTY COMMISSIONERS**
**MARION COUNTY, FLORIDA**

_____
CARL ZALAK III, CHAIRMAN

_____
MATT MCCLAIN, VICE CHAIR

_____
KATHY BRYANT, COMMISSIONER

_____
MICHELLE STONE, COMMISSIONER

**ATTEST:**

_____
GREGORY C. HARRELL, CLERK

_____
CRAIG CURRY, COMMISSIONER

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22815 **Agenda Date:** 5/5/2026 **Agenda No.:** 1.6.

**SUBJECT:**
**PROCLAMATION - National Travel and Tourism Week - Loretta Shaffer, Director, Tourist Development (Approval and Presentation)**

**INITIATOR:**
**Jennifer Clark, Executive Assistant**

**DEPARTMENT:**
**Commission Office**

**DESCRIPTION/BACKGROUND:**
See attached.

**BUDGET/IMPACT:**
None

**RECOMMENDED ACTION:**
Motion for approval and presentation.

# PROCLAMATION

## BOARD OF COUNTY COMMISSIONERS
## OF MARION COUNTY, FLORIDA

**WHEREAS,** travel and tourism is a major economic driver nationwide, generating $13 billion in economic output and supporting nearly 80,000 American jobs. In Florida, tourism is the state's number one industry, welcoming 143 million visitors in 2025 -- and helping make Florida one of the few states with no income tax; and

**WHEREAS,** in Marion County, travel and tourism support approximately 8,670 industry jobs, offsets more than $453 in annual household taxes, and welcome over 1.4 million visitors who spend an estimated $664 million – resulting in nearly $1 billion in local economic impact; and

**WHEREAS**, tourists contribute significantly to Marion County's penny and half-cent sales taxes, helping to fund essential public services such as public safety equipment, transportation infrastructure, and school construction, renovation, and maintenance; and

**WHEREAS,** public relations tourism marketing efforts generated more than $11.5 million in earned media value, reaching nearly 1 billion individuals. Funded events alone generated an estimated impact of $62.8 million in Marion County. Every $1 spent by the Visitors and Convention Bureau in marketing results in $49 in visitor spending; and

**WHEREAS,** travel and tourism contribute to sustainable quality growth and serve as a catalyst for advancing our community, state and nation through increased economic prosperity;

**NOW THEREFORE,** the Board of County Commissioners of Marion County, Florida, by virtue of the authority vested in us do hereby proclaim **May 3rd – May 9th, 2026** as

**"NATIONAL TRAVEL AND TOURISM WEEK"**

**DULY PROCLAIMED** this **5th** day of **May, 2026**.

**BOARD OF COUNTY COMMISSIONERS**
**MARION COUNTY, FLORIDA**

_____
CARL ZALAK III, CHAIRMAN

_____
MATT MCCLAIN, VICE CHAIR

_____
KATHY BRYANT, COMMISSIONER

**ATTEST:**

_____
MICHELLE STONE, COMMISSIONER

_____
GREGORY C. HARRELL, CLERK

_____
CRAIG CURRY, COMMISSIONER

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22392 **Agenda Date:** 5/5/2026 **Agenda No.:** 1.7.

**SUBJECT:**
**PRESENTATION - Employee Appreciation Month and Ideal Team Players 2026 - Bobbi Perez, Human Resources Director (Presentation Only)**

**INITIATOR:**
**Bobbi Perez, Director**

**DEPARTMENT:**
**Human Resources**

**DESCRIPTION/BACKGROUND:**
Every year since 2018, the County has held an annual Employee Appreciation Day and since 2021, an Employee Appreciation Month to celebrate the hard work county employees do every day.

As part of the Annual Employee Appreciation celebration, the County awards a selection of county employees and one (1) director as prestigious *Ideal Team Players*. This award is given to those who encompass the virtues of humble, hungry, and smart in the workplace. An Ideal Team Player is someone who goes beyond the call of duty, puts the team's interest above their own, and is willing to hold themselves accountable for results and improvement within the organization. During April, we awarded four (4) Ideal Team Player employees and today we will award one (1) Ideal Team Player director. These award winners are here today to be presented to the Board along with a summary of the overall Employee Appreciation Month event.

**BUDGET/IMPACT:**
None

**RECOMMENDED ACTION:**
For presentation only.

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22818 **Agenda Date:** 5/5/2026 **Agenda No.:** 1.8.

**SUBJECT:**
**PROCLAMATION - Building Safety Month (Approval Only)**

**INITIATOR:**
**Jennifer Clark, Executive Assistant**

**DEPARTMENT:**
**Commission Office**

**DESCRIPTION/BACKGROUND:**
See attached.

**BUDGET/IMPACT:**
None

**RECOMMENDED ACTION:**
Motion to approve.

# PROCLAMATION

## BOARD OF COUNTY COMMISSIONERS
## OF MARION COUNTY, FLORIDA

**WHEREAS,** building officials work year-round to ensure safe construction of buildings so citizens enjoy the comfort and peace of mind of structures that are safe and sound; and

**WHEREAS,** the dedicated members of the Marion County Building Safety Department, along with building professionals in our community such as architects, engineers and construction professionals, build, develop and enforce codes to safeguard the citizens of Marion County; and

**WHEREAS,** we recognize that the adopted Florida Building Code is in place to protect the public from unsafe building practices and serve as protection from natural disasters such as hurricanes and tornadoes; and

**WHEREAS,** Building Safety Month, sponsored by the International Code Council, provides an excellent opportunity to educate the public on safety issues concerning home building projects, selection of contractors and how to ensure their families are safe in the event of a natural disaster; and

**WHEREAS,** the Building Safety Department encourages all Americans to raise their awareness of building safety and to take appropriate steps to ensure that where they live, work, play and learn are safe. The Marion County Building Safety Department's core mission is to provide a safe built environment for all citizens of Marion County;

**NOW THEREFORE**, the Board of County Commissioners of Marion County, Florida, by virtue of the authority vested in us do hereby proclaim that **May 2026** be known as

**"BUILDING SAFETY MONTH"**

**DULY PROCLAIMED** this **5th** day of **May 2026.**

**BOARD OF COUNTY COMMISSIONERS**
**MARION COUNTY, FLORIDA**

_____
CARL ZALAK, III, CHAIRMAN

_____
MATT MCCLAIN, VICE CHAIR

_____
KATHY BRYANT, COMMISSIONER

**ATTEST:**

_____
MICHELLE STONE, COMMISSIONER

_____
GREGORY C. HARRELL, CLERK

_____
CRAIG CURRY, COMMISSIONER

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22790 **Agenda Date:** 5/5/2026 **Agenda No.:** 1.9.

**SUBJECT:**
**PROCLAMATION - Eagle Scout Court of Honor - Daniel Mercado (Approval Only)**

**INITIATOR:**
**Gennifer Medina, Executive Assistant**

**DEPARTMENT:**
**Commission Office**

**DESCRIPTION/BACKGROUND:**
See attached. Daniel Mercado from Scouting America Troop 777 has achieved the rank of Eagle Scout, the highest honor in Scouting and a milestone earned through dedication, leadership, and service to others.

For his Eagle Scout project, Daniel planned and led the revitalization of the Angela Santos VFW Memorial Garden to restore its dignity as a place of reflection. The project involved replacing an old, damaged arbor with a new structure, installing a permanent seating area for visitors, and completing a full landscape refresh that included painting, weeding, and the restoration of the garden's features.

**BUDGET/IMPACT:**
None

**RECOMMENDED ACTION:**
Motion to approve.

# PROCLAMATION

## BOARD OF COUNTY COMMISSIONERS
## OF MARION COUNTY, FLORIDA

**WHEREAS**, the Board of County Commissioners of Marion County, Florida, recognizes the importance of youth leadership, character development, and community service as embodied in the ideals of Scouting; and

**WHEREAS**, **DANIEL MERCADO** of **Troop 777** has earned the distinguished rank of **Eagle Scout**, an honor achieved by only a small percentage of Scouts through exceptional dedication, perseverance, and service; and

**WHEREAS**, Daniel has demonstrated exemplary leadership as the **Founding Senior Patrol Leader of Troop 777** and has further strengthened the Scouting community through devoted mentorship as a **Den Chief for Pack 707** and **Pack 72**; and

**WHEREAS**, Daniel's achievements include numerous conservation and STEM recognitions, culminating in the prestigious **Bernard Harris Supernova Award**, reflecting great credit upon himself, his family, Troop 777, and the greater Ocala community; and

**WHEREAS,** Daniel's accomplishments exemplify the highest ideals of citizenship, service, and leadership, inspiring the youth of Marion County and reinforcing the value of supporting Scouting programs throughout the community;

**NOW THEREFORE BE IT PROCLAIMED** by the Board of County Commissioners of Marion County, Florida, that **Eagle Scout DANIEL MERCADO** is hereby recognized and congratulated for his outstanding achievements, exemplary leadership, and invaluable contributions to Scouting and to the youth of our community; and

**BE IT FURTHER PROCLAIMED** that this proclamation be presented to **DANIEL MERCADO** and entered into the Public Records of Marion County, Florida, as a lasting tribute to his dedication, service, and the high ideals of Scouting he so clearly embodies.

**DULY RECOGNIZED** this **5th** day of **May, 2026.**

**BOARD OF COUNTY COMMISSIONERS**
**MARION COUNTY, FLORIDA**

_____
CARL ZALAK, III, CHAIRMAN

_____
MATT MCCLAIN, VICE CHAIR

_____
KATHY BRYANT, COMMISSIONER

**ATTEST:**

_____
MICHELLE STONE, COMMISSIONER

_____
GREGORY C. HARRELL, CLERK

_____
CRAIG CURRY, COMMISSIONER

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22802 **Agenda Date:** 5/5/2026 **Agenda No.:** 3.1.

**SUBJECT:**
**January 6, 2026**

**INITIATOR:**
**Deputy Clerk**

**DEPARTMENT:**
**Clerk of Court**

**DESCRIPTION/BACKGROUND:**
Present minutes for Board consideration and adoption.

**BUDGET/IMPACT:**
None

**RECOMMENDED ACTION:**
Motion to adopt minutes.

**Official Minutes of**
**MARION COUNTY**
**BOARD OF COUNTY COMMISSIONERS**

January 6, 2026

**CALL TO ORDER:**
The Marion County Board of County Commissioners (BCC) met in regular session in Commission Chambers at 9:00 a.m. on Tuesday January 6, 2026 at the Marion County Governmental Complex located in Ocala, Florida.

**INVOCATION AND PLEDGE OF ALLEGIANCE:**
The meeting opened with invocation by Commissioner Stone and the Pledge of Allegiance to the Flag of our Country.

**9:00 AM ROLL CALL:**
Upon roll call the following members were present: Chairman Carl Zalak, III, District 4; Vice-Chairman Matthew McClain, District 3; Commissioner Craig Curry, District 1; Commissioner Kathy Bryant, District 2; and Commissioner Michelle Stone, District 5. Also present were Clerk Gregory C. Harrell, County Attorney Matthew G. Minter, County Administrator Mounir Bouyounes, Assistant County Administrator (ACA) Tracy Straub, ACA Angel Roussel, ACA Amanda Tart, and Executive Director of Internal Services Mike McCain.

**ANNOUNCEMENTS:**
Chairman Zalak addressed upcoming scheduled meetings as listed on the Commission Calendar (Item 13.2.1).

**NEW BUSINESS:**
Representative Judson Sapp, Florida House of Representatives, advised that he and his Office wanted to present a Certificate of Recognition to Commissioner Kathy Bryant, noting she is a dedicated servant who has done so much for Marion County. He stated it was a pleasure working with her.
Commissioner Bryant expressed her appreciation to Representative Sapp for the recognition.

**1. PROCLAMATIONS AND PRESENTATIONS:**
Upon motion of Commissioner Bryant, seconded by Commissioner McClain, the BCC approved and/or ratified the following:

**1.1. PRESENTATION** – Employee of the Quarter for October - December 2025 - Jessica James, Acting Director (Presentation Only)
Human Resources (HR) Acting Director Jessica James presented the following recommendation:

> Description/Background: The Employee of the Quarter program recognizes employees that go above and beyond to provide exceptional services to the citizens of Marion County and to reward exemplary employees for their accomplishments and contributions. The Employee of the Quarter can be nominated by co-workers, supervisors, citizens, or County Commissioners and must meet certain criteria in order to be qualified for consideration. The Employee

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of the Quarter is recognized by the Board, receives a day off with pay, and is included in the Ideal Team Player candidate pool. Each year, during Employee Appreciation, the County Administrator awards chosen employees with the Ideal Team Player award.

Budget/Impact: None.

Recommended Action: Presentation of Employee of the Quarter for the quarter ending in December 2025.

Employee of the Quarter Nominees
4th Quarter 2025 (October - December)

| | |
|---|---|
| Dallas Homan | Community Services |
| Tosha Harris | Fire Rescue - Prevention |
| Jason Cambre | Office of the County Engineer |
| Nathan King | Office of the County Engineer |
| Wilken Morestant | Office of the County Engineer |
| KarDasaty Davis | Public Safety Communications |
| Kassi Pederson | Solid Waste |

Acting HR Director Jessica James provided an overview relating to the accomplishments of the Employee of the Quarter for the fourth quarter of 2025. She stated this employee began their journey with Marion County in 2021 and found a home in the Department they serve. Throughout this year, this individual has consistently demonstrated kindness, initiative, and unwavering dedication to the people staff serve. Whether supporting clients through challenging moments, collaborating with coworkers, or stepping in wherever they are needed, the Employee of the Quarter has brought heart and purpose to everything she does. Ms. James advised that this employee is known for turning ideas into action, from coordinating logistics to offering personal touches that make others feel valued, noting her efforts often happen quietly, but their impact is felt widely. This employee does not hesitate to roll up her sleeves, give her time, and contribute her own resources to ensure success. As a Humbleness, Integrity, Commitment, Accountability, Respect, and Discipline (HICARD) hero, she exemplifies what it means to give fully of herself. She stated this employee organized a Thanksgiving outreach project for several community service rehab clients that were alone for the holidays. Ms. James invited everyone to congratulate Dallas Holman of Community Services as the Employee of the Quarter for October through December 2025.

Dallas Homan, Community Services expressed her appreciation for the award.

**1.2. PRESENTATION** – Recognition of the Employee Academy Graduating Class - Kerry Blood, Talent Manager (Approval and Presentation)

HR Talent Manager Kerry Blood presented the following recommendation:

Description/Background: On September 10, 2025, the Marion County Board of County Commissioners' Employee Academy kicked off its seventh year. The Employee Academy is an initiative derived from the five (5) year "Empowering Marion" Strategic Plan. Employees were encouraged to apply for the twelve week course that took them into all of the departments within the County to gain a more in-depth and understanding of each department.

By participating in the academy, employees learned about the following Marion County departments in the sessions held on Wednesday mornings from 9:00 a.m. to 12:00 p.m.:



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| | |
|---|---|
| September 10 | Administration \| Human Resources Procurement Services \| Public Relations |
| September 17 | 911 Management Information Technology Public Safety Communications |
| September 24 | Building Safety Growth Services |
| October 1 | Office of the County Engineer |
| October 8 | Community Services Public Library System |
| October 15 | Parks & Recreation Southeastern Livestock Pavillion Airport |
| October 22 | Veterans Services \| Extension Services |
| October 29 | Facilities Management Visitors & Convention Bureau |
| November 5 | Animal Services Solid Waste Department |
| November 12 | Utilities Department |
| November 19 | Fleet Management Fire Rescue |
| December 3 | Marion Oaks Municipal Services |

Budget/Impact: None.

Recommended Action: Motion to approve and present the graduating Employee Academy Class of 2025.

| Name | Department |
|---|---|
| Janyll Claussell | Animal Services |
| Michael Hunter | Animal Services |
| Lori Zirkle | County Attorney's Office |
| Tina Myers | Building Safety |
| Lorna Young | Building Safety |
| Deborah Lambcke | Community Services |
| Ondine Wells | Extension Services |
| Beverly Hooper | Facilities |
| Deann Broyles | Fire Rescue - Billing |
| Brianna Pierce | Fire Rescue - Training |
| Chief David Dickens | Fire Rescue |
| Daniel Sunday | Fleet |
| Lester Holly | Growth Services |
| Cassy Sweeting | Human Resources |
| Keara Young | Human Resources |
| Alicia Savage | Information Technology |
| Asir Khan | Information Technology |
| Hannah Hirst | Library |
| Joey Hall | Library |
| Karen Larson | Library |
| Dane Scott | Office of the County Engineer |
| Tina Adams | Parks & Recreation |
| Katia Murphy | Procurement |
| Cynthia Leedy | Public Safety Communications |
| Glendy Johnson | Solid Waste - Litter |
| Patti Jo Ginn | Utilities |
| Brandy Raymond | Utilities |

HR Talent Manager Kerry Blood presented the Employee Academy Graduating Class of 2025. She provided an overview of the academy, noting this year's class embarked on a 13 week journey that checked them into each County Department where they gained a broader understanding of operations and a new perspective on how that Department's role impacts the County's mission. Ms. Blood called the names of the graduates as they

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came on stage to accept their certificates.

**1.3. PROCLAMATION** – Steve Petty Day in Marion County - Steve Petty, Marion County State of Florida Veterans Hall of Fame Recipient (Approval Only)
The Board approved the Proclamation designating January 10, 2026 as "Steve Petty Day".
ACA Tart, Administration, presented the following recommendation:

Description/Background: This proclamation declares January 10, 2026, "Steve Petty Day" in Marion County and will be formally presented at the January 20, 2026, Commission meeting, where Mr. Petty will also be recognized for his induction into the State of Florida Veterans Hall of Fame.

Retired U.S. Army Captain and Marion County resident Stephen Petty was inducted into the Florida Veterans Hall of Fame on November 6, 2025, in recognition of his distinguished military service and lifelong dedication to veterans. A highly decorated Vietnam War helicopter pilot, Captain Petty earned numerous top military honors for heroism and leadership. Following his service, he continued to support veterans through leadership roles in multiple organizations, expanding access to care and resources. His lasting impact reflected exemplary service, leadership, and commitment to community.

Budget/Impact: None.

Recommended Action: Motion for approval only.

**1.4. PROCLAMATION** – Eagle Scout Court of Honor - Owen Gehrsitz (Approval Only)
The Board approved the Proclamation congratulating Owen Gehrsitz upon attaining the status of Eagle Scout in the Boy Scouts of America organization.

**2. AGENDA ITEM PUBLIC COMMENTS:**
Reserved for comments related to items specifically listed on this agenda. Scheduled requests will be heard first and limited to five (5) minutes. Unscheduled requests will be limited to two (2) minutes. Citizens may contact Marion County Administration by 5:00 p.m. the Friday before the meeting at 352-438-2300 to request to speak or submit the request online at: www.marionfl.org.
Chairman Zalak opened the floor to public comment.
Micah Hyatt, SE 90th Avenue, Summerfield, advised that he is present today to request a waiver of the $500.00 lien reduction application fee due to financial hardship. He stated he and his father have been living at the home on SE 90th Avenue in Summerfield since late 2022, and his mom and uncle before that since 2018. Mr. Hyatt advised that he is part of an ongoing title case and the Code Enforcement liens are a major obstacle to resolving and stabilizing the property. He clarified that he and his father were not the ones on the property when the mess was made.
Chairman Zalak requested the County Administrator meet with Mr. Hyatt to go over the waiver process.
ACA Tracy Straub stated there is currently no process in place to waive the fees so staff recommended that Mr. Hyatt come before the Board with his request.
Chairman Zalak requested staff gather all the information from Mr. Hyatt and place the matter on the next available BCC Agenda for Board consideration.
Chairman Zalak advised that public comment is now closed.

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**3. ADOPT THE FOLLOWING MINUTES: (5 Sets)**
**3.1.** July 23, 2025
**3.2.** July 24, 2025 A
**3.3.** July 24, 2025 B
**3.4.** August 5, 2025
**3.5.** August 6, 2025
A motion was made by Commissioner Stone, seconded by Commissioner Bryant, to adopt the meeting minutes of July 23, July 24 (2 sets), August 5, and August 6, 2025. The motion was unanimously approved by the Board (5-0).

**4. CONSTITUTIONAL OFFICERS AND GOVERNMENTAL OR OUTSIDE AGENCIES:**
**4.1.** Billy Woods, Sheriff - Request Approval of Fiscal Year 2025-26 Edward Byrne Memorial Justice Assistance Grant Program - Countywide
The Board considered the following recommendation from Grants Coordinator Caitlyn Rath, Marion County Sheriff's Office (MCSO):

> Description/Background: The Board of County Commissioners provided approval to the Marion County Sheriff's Office to apply for funding under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program through the Florida Department of Law Enforcement. Funding will be used for the purchase of handguns for the Marion County Sheriff's Office and operating expenses for the Marion County Public School Police Department.
> Budget/Impact: Grant revenue of $41,997. (No local match required).
> Recommended Action: Motion to authorize the Chairman to sign the award agreement.

A motion was made by Commissioner Stone, seconded by Commissioner Bryant, to authorize the Chairman to sign the award agreement. The motion was unanimously approved by the Board (5-0).

**5. CLERK OF THE CIRCUIT COURT:**
**5.1. Clerk of the Court Items**
Clerk Harrell advised that Budget Amendment Resolution 5.1.3 coincides with Consent Agenda Item 7.2.5.
Upon motion of Commissioner Bryant, seconded by Commissioner Curry, the Board adopted the following Budget Amendment Resolutions transferring funds as presented by Clerk Harrell, as well as approving Consent Agenda Item 7.2.5.:
**5.1.1.** 26-R-01 - County Transportation Maintenance Fund - Transportation - $2,000,000
**5.1.2.** 26-R-02 - Fine and Forfeiture Fund - Sheriff Regular Transfer - $37,500
**5.1.3.** 26-R-03 - General Fund - Consolidated Fleet Facility, Multiple Departments - $830,116
**5.1.4.** 26-R-04 - Marion County Utility Fund - Utilities Capital Construction - $23,325
**5.1.5.** 26-R-05 - Marion County Utility Fund - Utilities Capital Construction - $1,000,000
**5.1.6a.** 26-R-06 - MSTU for Law Enforcement - Sheriff Patrol CID Transfer - $20,000
**5.1.6b.** 26-R-07 - MSTU for Law Enforcement - Sheriff Patrol CID Transfer - $41,997
**5.1.6c.** 26-R-08 - MSTU for Law Enforcement - Sheriff Patrol CID Transfer - $53,240
**5.1.7.** 26-R-09 - MSTU for Law Enforcement - Sheriff Patrol CID Transfer - $41,463
**5.1.8.** 26-R-10 - Parks and Recreation Fees Fund - Parks & Recreation Fees - $45,085
**5.1.9.** 26-R-11 - Public Improvement Transportation Capital Projects Fund – Public Improvement Transportation Capital - $91,027

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(Ed. Note: MSTU is the acronym for Municipal Service Taxing Units and CID is the acronym for Criminal Investigation Division).

**6.1. PUBLIC HEARINGS (Request Proof of Publication) at 10:00 am: NONE**

**7. CONSENT:**

A motion to approve the Consent Agenda is a motion to approve all recommended actions. All matters on the Consent Agenda are considered routine and will be enacted by one motion. There will be no separate discussion unless desired by a Commissioner.
County Administrator Mounir Bouyounes advised of a revision to Consent Agenda Item 7.2.9. to correct a scrivener's error on the Budget/Impact portion of the Memo, noting the language should read, "Budget/Impact: Neutral, additional expenditure not to exceed $18,103".
Upon motion of Commissioner Bryant, seconded by Commissioner McClain, the Board acted on the Consent Agenda, as revised to correct the scrivener's error on Consent Agenda Item 7.2.9., as follows:

**7.1. Administration:**

**7.1.1.** Request Approval of Grant Awards to be Reimbursed from the Marion County Alcohol and Other Drug Abuse Trust Fund (Budget Impact - Neutral; expenditure of $5,000)
The Board accepted the following recommendation as presented by Executive Director of Internal Services Michael McCain, Administration:

Description/Background: In accordance with Ordinance 13-12 (attached), the County Administrator makes this recommendation to award funding from the Marion County Alcohol and Other Drug Abuse Trust Fund to eligible not-for-profit organizations. The Selection Committee reviewed and rated the one proposal received.

The amount awarded will be paid on a reimbursement basis after the agency submits invoices with receipts detailing eligible charges.

It is recommended to award Recovery RX Corp $5,000.

Budget/Impact**:** Neutral; expenditure of $5,000.

Recommended Action: Motion to approve two separate Grant Awards totaling $5,000 to be reimbursed from the Marion County Alcohol and Other Drug Abuse Trust Fund.

**7.2. Procurement Services:**

**7.2.1.** Request Approval of Bid Award: 26B-007 Metal Fabrication and Repair of Roll-Off Containers - Eagle Fabrication & Metalworking Inc., Ocala, FL (Budget Impact - Neutral; estimated annual expenditure of $75,000)
The Board accepted the following recommendation as presented by Procurement Services Director Susan Olsen:

Description/Background: On behalf of Marion County Solid Waste, Procurement advertised a solicitation seeking bids to provide metal fabrication and repair services for County-owned roll-off containers. The selected contractor will perform repair and refurbishment services for roll-off boxes, including standard 20 CY, 30 CY, 40 CY, and 40 CY compactor receiver boxes. Services will include metal fabrication and repair, welding, paint preparation, and painting, as well as all labor,



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materials, tools, equipment, and supervision necessary to complete the work. The contractor will also provide a minimum ninety (90) day warranty on workmanship and materials and comply with all applicable OSHA and County safety regulations. Pricing is based on labor and materials. The total bid costs listed below represent a quantity of one (1) for each itemized item. The estimated annual budget of $75,000 is intended to cover multiple quantities and services performed on an as-needed basis.

Two (2) submittals were received; the bid tabulation is below:

| Firm - *Location* | Bid |
|---|---|
| Eagle Fabrication & Metalworking Inc. - *Ocala, FL* | $7,978 |
| CW Compactor and Baler LLC - *St. Petersburg, FL* | $15,677 |

Solid Waste Director, Mark Johnson, requests that Eagle Fabrication & Metalworking Inc. receive the award as the lowest, most responsive and responsible bidder.

Attached for review is a draft contract. Upon approval of today's meeting, it will be sent to the vendor for signatures, and upon return will be forwarded to Legal, the Clerk and Chairman for signatures.

Budget/Impact: Neutral; estimated annual expenditure is $75,000 but may vary based on the actual needs of services. Annual expenditures shall not exceed approved fiscal year budget amounts and shall be based on contracted unit pricing without being brought back to the Board. Funding comes from line ZA427534-546301 (Solid Waste Disposal Fund).

Recommended Action: Motion to approve the recommendation and allow staff to issue a contract, and upon approval from Legal, authorize the Clerk and Chairman to execute the contract under 26B-007.

**7.2.2.** Request Approval of Bid Award: 26B-010 NW 44th Avenue Resurface (from NW 60th Street to NW 73rd Place) - C.W. Roberts Contracting, Inc., Ocala, FL (Budget Impact - Neutral; expenditure of $361,488)

The Board accepted the following recommendation as presented by Procurement Services Director Olsen:

Description/Background: On behalf of the Office of the County Engineer, Procurement advertised a bid seeking qualified and experienced contractors for a resurfacing project. The work for this project includes milling and resurfacing approximately 0.9 miles of road. Resurfacing work is to include milling and overlaying the existing pavement, raising manholes to the new asphalt elevation, and restriping pavement markings.

Four (4) submittals were received; the tabulation is listed below:

| Vendor - *Location* | Bid |
|---|---|
| C.W. Roberts Contracting, Inc. - *Ocala, FL* | $361,487.36 |
| Superior Asphalt, Inc. - *Oneco, FL* | $366,001.00 |
| Art Walker Construction, Inc. - *Ocala, FL* | $391,344.00 |
| Anderson Columbia Co, Inc. - *Ocala, FL* | $438,162.22 |

Steven Cohoon, P.E., County Engineer, recommends that C.W. Roberts Contracting, Inc., receive the award as the lowest, most responsive, and most responsible bidder.

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Attached for review is a contract draft and pending approval at today's meeting, it will be sent to C.W. Roberts Contracting, Inc., for signatures. Upon return, it will be forwarded to Legal, the Clerk, and Chairman for signatures.
Budget/Impact: Neutral; expenditure of $361,487.36. Up to 10% contingency may be added to the purchase order in accordance with the Procurement Manual. Funding is from VJ738541-563220 (Infrastructure Tax Transportation).
Recommended Action: Motion to approve the recommendation and allow staff to issue a contract and upon approval by Legal, authorize the Chairman and Clerk to execute the contract under 26B-010.

**7.2.3.** Request Approval of Bid Award: 26B-013 Florida Fish and Wildlife Commission/Withlacoochee Building Re-Roof - Big D Residential Roofing, Inc., Ocala, FL (Budget Impact - Neutral; expenditure of $229,975)
The Board accepted the following recommendation as presented by Procurement Services Director Olsen:

Description/Background: On behalf of Facilities Management, Procurement advertised a bid seeking qualified and experienced roofing contractors to re-roof the Florida (FWC)/Withlacoochee building located at 1241 SW 10th St Ocala Fl.
The project involves removing and replacing the existing roofing system, replacing plywood as needed. The roofing contractor must install the new roof in accordance with all roofing system standards and manufacturer recommendations. The scope also includes replacing parapet wall coping with new stainless steel.
Three (3) submittals were received; the tabulation is listed below:

| Vendor - *Location* | Bid |
|---|---|
| Big D Residential Roofing, Inc. - *Ocala, FL* | $229,975.00 |
| Recovery Roofing - *Jacksonville, FL* | $255,295.00 |
| Jenkins Roofing, Inc. - *Tallahassee, FL* | $347,569.00 |

Jared Goodspeed, Director of Facilities Management recommends that Big D Residential Roofing, Inc., receive the award as the lowest, most responsive, and most responsible bidder.
Attached for review is a draft of the contract. Pending approval at today's meeting, it will be sent to Big D Residential Roofing, Inc., for signatures. Upon return, it will be forwarded to Legal, the Clerk, and Chairman to be executed.
Budget/Impact: Neutral; expenditure of $229,975.00. Up to 10% contingency may be added to the purchase order in accordance with the Procurement Manual. Funding is from AA180519 (General Fund).
Recommended Action: Motion to approve the recommendation and allow staff to issue a contract and upon approval by Legal, authorize the Chairman and Clerk to execute the contract under 26B-013.

**7.2.4.** Request Approval of Bid Award: 26B-026 Marion County Street Sweeping 2026 - USA Services of Florida, LLC, Longwood, FL (Budget Impact - Neutral; expenditure of $133,694)
The Board accepted the following recommendation as presented by Procurement Services Director Olsen:

Description/Background: On behalf of the Office of the County Engineer (OCE), Procurement advertised a bid for street sweeping of curbed Marion County



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roadways. The work includes routine sweeping of County maintained roads with curb and gutter. Two (2) contractors responded to the bid, see bid tabulation below:

| Vendor - Location | Bid |
|---|---|
| USA Services of Florida, LLC - *Longwood, FL* | $133,693.56 |
| United Sweeping, LLC - *Orlando, FL* | $175,213.92 |

Steven Cohoon, P.E., County Engineer, recommends that USA Services of Florida, LLC receive the award as the lowest, most responsible bidder.

Attached for review is a draft of the contract. Upon approval at today's meeting, it will be sent to USA Services of Florida, LLC, for signature, and upon return, will be forwarded to Legal, the Clerk, and Chairman for signatures.

Budget/Impact: Neutral; annual expenditure of $133,693.56. Funding is from EK430538-534101 (Stormwater Program).

Recommended Action: Motion to approve the recommendation and allow staff to issue a contract, and upon approval by Legal, authorize the Clerk and Chairman to execute contract with USA Services of Florida, LLC, under 26B-026.

**7.2.5.** Request Approval of Contract Amendment: 24Q-057-CA-01 Fleet Services New Facility Construction Manager at Risk Construction Services - Dinkins Construction LLC, Ocala, FL (Budget Impact - Neutral; expenditure of $22,111,317)

The Board accepted the following recommendation as presented by Procurement Services Director Olsen:

Description/Background: On March 19, 2024, the Board of County Commissioners approved a Construction Manager at Risk (CMR) contract with Dinkins Construction LLC for the construction of the Fleet Management Department's new facility. This project consolidates operations currently spread across four separate shops into a single, efficient complex. The proposed facility is roughly 60,000 square feet, consisting of a fleet maintenance building and fuel building/island. The fleet maintenance building will house a centralized fleet administration office located at the front of the building, a centralized parts room, and service bays to support maintenance operations.

This agenda item requests approval for a not-to-exceed (NTE) cost of $22,111,316.35 as follows:

- Fleet Maintenance Building $20,353,197.04
- Fuel Building/Island $1,758,119.32

The total available budget is $22,530,353 which includes $419,036 for contingency. Dinkins Construction, LLC will complete value-engineering measures and add the realized cost savings to the contingency line item without additional Board approval.

Budget/Impact: Neutral; expenditure of $22,111,317, up to $419,036 contingency may be added to the purchase order in accordance with the Procurement Manual. Funding is from AA722519-562102 (General Fund) with project code FLC000001.

Recommended Action: Motion to approve the recommendation and allow staff to issue a contract, authorize the Chairman and Clerk to execute the contract with Dinkins Construction LLC under 24Q-057, and authorize value-engineering savings to be added to the contingency line item.

(ED. Note: This Item was approved with Budget Amendment Resolution 5.1.3.)

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**7.2.6.** Request Approval of Contract Amendment (Renewal): 20P-151-CA-04 Disposition of Unclaimed Bodies - Gratitude and Compassion, LLC dba Roberts of Ocala Funerals and Cremation, Ocala, FL (Budget Impact - Neutral; estimated expenditure of $46,000)
The Board accepted the following recommendation as presented by Procurement Services Director Olsen:

Description/Background: On October 6, 2020, the Board approved an agreement with Gratitude and Compassion, LLC doing business as Roberts of Ocala Funerals and Cremation ("Roberts") to provide services for care and disposition of unclaimed decedents in Marion County. The services in this agreement include respectful pickup, storage, cremation, disposition of cremated remains, as well as all required legal and administrative documentation.

Roberts has performed these services in a satisfactory and professional manner. Community Service's staff recommends renewing the agreement for an additional five (5) years, extending the term through October 31, 2031.

A draft contract is attached for review. Upon approval at today's meeting the agreement will be sent to Roberts for signature, and upon approval by Legal, it will be forwarded for the Clerk's and Chairman's signatures.

Budget/Impact: Neutral; estimated annual expenditure of $46,000. Funds are available in line AA335564-531109.

Recommended Action: Motion to approve and allow staff to issue, and upon approval by Legal, authorize the Chairman and Clerk to execute the contract with Gratitude and Compassion, LLC dba Roberts of Ocala Funerals and Cremation under 20P-151.

**7.2.7.** Request Approval of Task Order: 24Q-268-TO-02 Basin Management Action Plans Analysis - Jones Edmunds & Associates, Inc., Alachua, FL (Budget Impact - Neutral; expenditure of $151,560)
The Board accepted the following recommendation as presented by Procurement Services Director Olsen:

Description/Background: On March 18, 2025, the Board approved contracts with three (3) firms to provide Hydrogeological Services for Marion County Utilities and Office of the County Engineer (OCE).

Pursuant to Florida Statute section 403.067(7) the Florida Department of Environmental Protection (FDEP) adopted updated Basin Management Action Plans (BMAPs) for the Upper Ocklawaha River basin, Orange Creek basin, Silver Springs, Upper Silver River, Rainbow Springs and Rainbow River Groups in June 2025.

The Office of the County Engineer has selected Jones Edmunds & Associates, Inc. to provide professional services to analyze the BMAPs; the planned, and potential projects within the BMAP areas; the existing and proposed non-structural and decentralized policies and initiatives; and identify or modify new and planned projects to create a project list that meets the nutrient reduction goals of the BMAPs.

A draft contract is attached for review. Upon approval at today's meeting, the contract will be forwarded to Jones Edmunds & Associates for signature. Once returned, it will be routed to Legal, the Clerk, and Chairman for final signatures.

Budget/Impact: Neutral; expenditure of $151,560. Funding is from EK430538 (Stormwater Program) and ZF445535 (Utilities Wastewater System).

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Recommended Action: Motion to allow staff to issue the contract and upon approval from Legal, authorize the Clerk and Chairman to execute and authorize staff to issue purchase order to Jones Edmunds & Associates, Inc. under 24Q-268-TO-02.

**7.2.8.** Request Approval to Reject All Bids: 26B-016 Fire Station #17 Depression Remediation (Budget Impact - None)

The Board accepted the following recommendation as presented by Procurement Services Director Olsen:

Description/Background: On behalf of Facilities Management, Procurement Services solicited bids to obtain a qualified contractor to perform depression remediation work at Fire Station #17. Two (2) submittals were received and publicly opened in accordance with County procurement procedures.

Following review of the bid results and subsequent discussions between Facilities Management and Procurement Services, it was determined that the low bid was non-responsive and the second low exceeds the project budget. It is in the County's best interest to reject all bids received and the project be re-advertised to allow for further clarification and refinement of the project scope to ensure accurate and competitive pricing.

Budget/Impact: None; rejecting all bids carries no budget impact.

Recommended Action: Motion to reject all bids under 26B-016 and allow staff to re-advertise a new bid at a later date.

**7.2.9.** Request Ratification of Change Order Four to Purchase Order 02501648: 20Q-161-TO-50 Southeastern Livestock Pavilion Sales Arena Renovation - Cullison Wright Construction Corp, Ocala, FL (Budget Impact - Neutral; additional expenditure of $18,102)

The Board accepted the following recommendation as presented by Procurement Services Director Olsen:

Description/Background: During renovation of the Southeastern Livestock Pavilion (SELP) Sales Arena, unforeseen conditions were discovered that were not included in the original scope of work and required immediate correction to avoid delays and ensure code compliance. These conditions include additional electrical work required to meet current code requirements in the amount of $7,182, correction of a floor depression estimated at $3,780, and additional HVAC ductwork necessary for proper exhaust fan venting estimated at $1,600. These changes were necessary for the safe and proper completion of the project and require additional funding beyond the original contract amount. The remaining funds were added to allow for additional circumstances not yet identified. Ratification is requested to approve the associated change order costs incurred due to these unforeseen conditions.

Budget/Impact: Neutral; additional expenditure of $18,201.20. Funding is from line AA718572-563102 (General Fund) Project Code LPC202003.

Recommended Action: Motion to ratify Change Order Four to Purchase Order 02501648: 20Q-161-TO-50.

(Please Note: This Item was revised to correct a scriveners error noting the language should read, "Budget/Impact: Neutral, additional expenditure not to exceed $18,103").

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**7.2.10.** Request Approval of Purchases $50,000 and Over
The Board accepted the following recommendation as presented by Procurement Services Director Olsen:

Description/Background: The item(s) below have been received by Procurement Services and are approved for conformance with the Procurement Code/Manual, pending approval at today's meeting.

1. Pending Requisition / Pat's Pump & Blower, LLC - Office of the County Engineer requests approval for the purchase of one (1) pipe crawler inspection system, to include all specifications detailed on the quote. Total expenditure of $141,988.57; funds are available in line EK430538-564101 (Stormwater Program). *This purchase meets competitive bidding requirements under the Florida Sheriff's Association contract FSA23-EQ21.1: Equipment.*

Recommended Action: Motion to approve requested purchases.

**7.3. Tourist Development:**
**7.3.1.** Request Approval of Tourist Development Council Request for Bid Fee Funding - MLF Heavy Hitters hosted by Major League Fishing, LLC (Budget Impact - Neutral; expenditure of $75,000)
The Board accepted the following recommendation as presented by Tourist Development Director Loretta Shaffer:

Description/Background: The Tourist Development Council (TDC) seeks funding approval for organizations that have festivals, events, or programs which support the TDC's mission of growing the economy and accelerating prosperity in Marion County through effective destination sales and marketing. The Bid Fee Event Funding Program is intended to position Marion County as a must-experience destination in Florida through bringing quality events and initiatives to Marion County. This funding contract is for MLF Heavy Hitters hosted by Major League Fishing, LLC. to be held May 16-22, 2026, at Heagy- Burry Boat Ramp - Orange Lake. This event was recommended for funding in the amount of $75,000 by the TDC at their regularly scheduled meeting on February 27, 2025.
Budget/Impact: Neutral; expenditure of $75,000. Funding from CP155552-548101.
Recommended Action: Motion to approve the Tourist Development Council funding request and authorize the Chairman and Clerk to execute the attached funding agreement.

**7.3.2.** Request Approval of Tourist Development Council Recommendations for Room Night Generating Events (Budget Impact - Neutral; expenditure of up to $54,000)
The Board accepted the following recommendation as presented by Tourist Development Director Shaffer:

Description/Background: The Tourist Development Council (TDC) seeks funding approval for organizations that have festivals, events, or programs which support the TDC's mission of growing the economy and accelerating prosperity in Marion County through effective destination sales and marketing. The Room Night Generating Event Funding Program is intended to position Marion County as a must-experience destination in Florida through bringing quality events and initiatives to Marion County. The following funding contracts were recommended for approval by the TDC.



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| HITS Post Time Farm Premier I and II | $10,000 |
| HITS Ocala Winter Circuit (Event I, Weeks 1-3) | $10,000 |
| HITS Ocala Winter Circuit (Event II, Weeks 4-7) | $10,000 |
| HITS Ocala Winter Circuit (Event III, Weeks 8-10) | $10,000 |
| Santos Fat Tire Festival | $10,000 |
| Live Oak International | $4,000 |

Budget/Impact: Neutral; expenditure of up to $54,000. Funding From CP155552-548101.

Recommended Action: Motion to approve the Tourist Development Council funding requests and authorize the Chairman and Clerk to execute the attached funding agreements.

**7.4. Transportation - County Engineer:**

**7.4.1.** Request Approval of Subordination of County Utility Interests Agreement with the Florida Department of Transportation and Supporting Resolution Associated with the Interstate 75/NW 49th Street Interchange Project (Budget Impact - None)

The Board accepted the following recommendation to adopt Resolution 26-R-12 as presented by County Engineer Steven Cohoon, Office of the County Engineer (OCE):

Description/Background: This is a request to approve a Subordination of County Utility Interests Agreement with the Florida Department of Transportation (FDOT) and a supporting Resolution concerning County utility interests on parcels that have been acquired by FDOT for the Interstate 75 (I-75)/NW 49th Street Interchange Project. This particular Subordination impacts FDOT Parcel 107 (PID #13539-002-01). The Florida Department of Transportation will pay to relocate any existing County improvements currently constructed on the property being subordinated.

Budget/Impact: None.

Recommended Action: Motion to approve the attached Subordination Agreement and supporting Resolution and to authorize the Chairman and Clerk to execute the same.

Resolution 26-R-12 is entitled:

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, APPROVING THE FLORIDA DEPARTMENT OF TRANSPORTATION AGREEMENT FOR SUBORDINATION OF COUNTY UTILITY INTERESTS.

**8.1.** Request Consideration of Reduction and/or Release of Civil Restitution Lien for Herbert Lacy Richardson

The Board considered the following recommendation as presented by County Attorney Matthew G. Minter, Legal:

Description/Background: On November 24, 2025, the County Attorney's Office received a request from Herbert Lacy Richardson for a Release/Reduction of his Civil Restitution Liens from Case No. 2013-CT-3286, recorded at OR Book 5882, Page 305 on June 24, 2013; Case No. 2014-MM-410, recorded at OR Book 6029, Page 1593 on April 25, 2014; Case No. 2016-MM-865, recorded at OR Book 6387, Page 0443 on May 6, 2016; Case No. 2016-MM-6080, recorded at OR Book 6924, Page 1583 on March 5, 2019; and Case No. 2017-CT-4847, recorded at OR Book

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6747, Page 1266 on April 12, 2018. Mr. Richardson is requesting a reduction of the Civil Restitution/Cost of Incarceration Liens totaling $16,413.24, with $10,800.00 remaining in judgment and $5,613.24 in interest.

On May 5, 2013, Mr. Richardson was arrested for Driving While License Suspended Revoked Cancel-Prior Offense (First Degree Misdemeanor) in Case No. 2013-CT-3286. On May 6, 2013, he was sentenced to five (5) days in Jail; the Court imposed a Judgment of Cost of incarceration of $250.00 (sentence 5 days x $50 per day). He served three (3) days in the Marion County jail and was not an inmate worker. He has enrolled in a payment plan for all other fines and court costs for this case ($257.60).

On January 28, 2014, Mr. Richardson was arrested for Violation of Domestic Violence Injunction (First Degree Misdemeanor) in Case No. 2014-MM-410. On March 24, 2014, he was sentenced to 60 days in Jail; the Court imposed a Judgment of Cost of incarceration of $3,000.00. He served 53 days in the Marion County jail and was an Inmate Worker for 25 days. Therefore, he was in jail for 28 days where he was not an inmate worker. He has enrolled in a payment plan for all other fines and court costs for this case ($189.20).

On February 9, 2016, Mr. Richardson was arrested for Battery (First Degree Misdemeanor) in Case No. 2016-MM-865. On March 9, 2016, he was sentenced to 100 days in Jail; the Court imposed a Judgment of Cost of incarceration of $1,550.00. He served 86 days in the Marion County jail and was an Inmate Worker for 61 days. Therefore, he was in jail for 25 days where he was not an inmate worker. He has enrolled in a payment plan for all other fines and court costs for this case ($685.52).

On November 5, 2016, Mr. Richardson was arrested for Violation of Domestic Violence Injunction (First Degree Misdemeanor) in Case No. 2016-MM-6080. On December 13, 2016, he was sentenced to 90 days in Jail; the Court imposed a Judgment of Cost of incarceration of $4,500.00. He served 79 days in the Marion County jail and was an Inmate Worker for 40 days. Therefore, he was in jail for 39 days where he was not an inmate worker. He has enrolled in a payment plan for all other fines and court costs for this case ($185.72).

On August 22, 2017, Mr. Richardson was issued a Criminal Citation for No Motor Vehicle Registration (Second Degree Misdemeanor) in Case No. 2017-CT-4847. On October 14, 2017, he was sentenced to 30 days in Jail, suspended upon successful completion of non-confinement conditions. On February 23, 2018, the Court issued a commitment for him to serve his 30 days and imposed a Judgment of Cost of incarceration of $1,500.00. He served 30 days in the Marion County jail and was not an inmate worker. He has enrolled in a payment plan for all other fines and court costs for this case ($466.00).

In his request, Mr. Richardson stated that he completed a program at Logos Lodge and graduated successfully in October 2025. He has chosen to remain at Logos Lodge as a Student in Leadership Training for one (1) year, which is an unpaid program. He is asking for consideration to allow him to repay his debts through his community service work at Logos Lodge

Budget/Impact: None.

Recommended Action: Motion to approve or deny Herbert Lacy Richardson’s request for a Reduction and/or Release of the Civil Restitution Liens recorded in OR Book 5882, Page 305 on June 18, 2013, in OR Book 6029, Page 1593 on April

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16, 2014, in OR Book 6387, Page 7443 on May 4, 2016, in OR Book 6924, Page 1583 on February 27, 2019, and in OR Book 6747, Page 1266 on April 12, 2018.

County Attorney Matthew G. Minter, Legal, advised that the applicant had a pretty bad run of events with the law enforcement between 2013 and 2018, resulting in some of the highest liens that the BCC has been asked to reduce or release to date. The unique thing about this request compared to other liens that the Board has encountered before is that Mr. Richardson is not just asking for the Board to reduce or release the lien. Instead, he is asking that even though he has graduated from the program at Logos Lodge, he wants to stay there an additional year and that he would be allowed to repay his debts through community service work at Logos Lodge.

Chairman Zalak advised that the Board did work with one of the other applicants before that was part of the Logos Lodge program who was able to work off his debt through the program, which has seemed to provide a great community benefit.

Herbert Lacy Richardson, NE 11th Street, applicant, advised that he has had a long road of addiction that he is overcoming and recovering from, noting he wants to give others hope as well by staying at the Logos Lodge and being a leader of this program. He stated he is doing everything possible to right his wrongs.

Greg Cronmiller, Chief Executive Officer (CEO) and Founder of Logos Lodge, SE 108th Place, provided a brief background of how he met Mr. Richardson. He stated Mr. Richardson is now one of Logos Lodge leaders on their job sites and is moving into the Servant Leadership Training (SLT) program.

Commissioner Stone stated the last time the Board allowed this, there was a report presented to the County on a monthly basis in order to keep track of community service times and questioned whether this would be that same course of action. Mr. Cronmiller stated a tracking sheet would be provided to the County.

Mr. Bouyounes clarified that those reports would be submitted to ACA Amanda Tart. He questioned whether the Board wanted to waive the interest and reduce the liens down to $6,250.00, which would be equivalent to a whole year of community service.

ACA Amanda Tart advised that the way she and Mr. Cronmiller worked it out for the last gentleman that did this, a rate of $20.00 per hour was allowed; therefore, in this case it would be a total of 312 hours of community service that Mr. Richardson would need to work. She stated she would work with Mr. Cronmiller to determine a timeline for completion of those 312 hours. Ms. Tart advised that once those hours have been completed, staff will provide the report to the County Attorney's Office to record with the Clerk of Court.

A motion was made by Commissioner Bryant, seconded by Commissioner Stone, to waive the interest incurred, reduce the lien to $6,250.00 and approve the request to allow Mr. Richardson to work community service hours with Logos Lodge with the annual repayment of 312 hours at $20.00 per hour. The motion was unanimously approved by the Board (5-0).

**8.2.** Request Consideration of Reduction and/or Release of Civil Restitution Lien for Sarah Ames

The Board considered the following recommendation as presented by County Attorney Minter, Legal:

Description/Background: On December 9, 2025, the County Attorney’s Office received a request from Sarah Ames for a Release/Reduction of her Civil Restitution Lien from Case No. 2018-MM-3257, recorded at OR Book 6993, Page



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540 on June 27, 2019. Ms. Ames is requesting a reduction of the Civil Restitution/Cost of Incarceration Lien totaling $3,659.27, with $2,550.00 remaining in judgment and $1,109.27 in interest.

On May 31, 2018, Ms. Ames was arrested for Resist or Obstruct Officer without Violence (First Degree Misdemeanor) in Case No. 2018-MM-3257. On November 19, 2018, she was sentenced to a maximum of 51 days in Jail; the Court imposed a Judgment of Cost of incarceration of $2,550.00 (sentence 51 days x $50 per day). She served a total of 25 days in the Marion County jail and was not an Inmate Worker. She has paid all other fines and court costs for this case.

Ms. Ames is asking for this release/reduction of her lien to help clear up her background in order to obtain healthcare employment.

Budget/Impact: None.

Recommended Action: Motion to approve or deny Sarah Ames's request for a Reduction and/or Release of the Civil Restitution Lien recorded in OR Book 6993, Page 540 on June 27, 2019.

Mr. Minter stated this second Item is also a lien reduction request from Sarah Ames. He advised that Miss Ames has a current lien totaling $3,659.27, which includes $1,109.27 of interest that goes back to 2018.

Sarah Ames, Randall Avenue, Oak Hill, stated she was incarcerated in the Marion County Jail for a period of 51 days during her years of active addiction, being completely irresponsible, and not making good choices. She advised that since then, she has turned her life around and was lucky enough to get sober in 2021, noting as part of taking responsibility for that period of her life, she settled her Court fines, fees and costs, or so she thought. Ms. Ames noted over the past several months she has been working to obtain a background exemption through the Florida Agency for Healthcare Administration (AHCA) in order to pursue a career in the healthcare industry. She stated while gathering all the required documents, including documents showing there are no fees, fines, costs or liens owed, she quickly became aware there is in fact an outstanding balance of incarceration in the amount of $2,500.00 and acquiring interest at a fluctuating rate. Ms. Ames clarified that her background exemption being granted or denied depends on all costs being rendered, which why she is requesting a reduction or release of lien.

In response to Commissioner Bryant, Ms. Ames stated she has employment pending the outcome of her background exemption through AHCA; however, she is currently not working.

A motion was made by Commissioner Stone, seconded by Commissioner Bryant, to rescind the lien in its entirety, including any interest accrued.

General discussion ensued.

Commissioner Stone withdrew her motion and Commissioner Bryant withdrew her second.

A motion was made by Commissioner Stone, seconded by Commissioner Bryant, to rescind the lien in its entirety, including any interest accrued with the requirement that Ms. Ames must provide proof of employment within 180 days with the condition that should the applicant fail to show the required proof then the BCC directs staff to reassess the amount owed of $1,250.00 and direct the applicant to setup a payment plan.

General discussion ensued.

Commissioner McClain expressed concern that the Board is not setting a precedent of waving these fees entirely when this is $50.00 per day owed for the cost of incarceration to County taxpayers.



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General discussion resumed.
Mr. Minter advised that legal will create a Promissory Note for the applicant to sign that will cover the details of providing proof of employment.
Chairman Zalak clarified that the applicant would also provide all documentation from AHCA as backup/supplemental information to the Promissory Note. He stated once the proof of employment is provided the County will forgive the Promissory Note.
The motion was approved by a vote of 4-1 with Commissioner McClain dissenting.

**9. COUNTY ADMINISTRATOR:**
**9.1.** 2026 Pre-Session Legislative Briefing
The Board considered the following recommendation as presented by Legislative Manager Mathew Cretul, Administration:

Description/Background: A briefing for the Board ahead of the 2026 State Legislative Session highlighting session dates, bills, and delegate members.
Budget/Impact: None.
Recommended Action: Presented for information and discussion purposes.

Legislative Manager Mathew Cretul, Administration, provided a brief update in advance of the 2026 State Legislative Session, noting Session begins Tuesday, January 13, 2026 in Tallahassee and the deadline to file Bills is Friday, January 9, 2026. He stated there were 98 Bills filed yesterday alone and Session is expected to end on March 13, 2026. Mr. Cretul noted property taxes and growth management are expected to be the big items that Legislatures will be looking at this Session. He advised that as Session begins, Administrative staff will be providing the BCC weekly Bill-trackers and updates. Mr. Cretul advised that all County appropriation requests and attestation forms have been filed. He commented on Marion County's Delegation, which includes Florida Senator Stan McClain, and House of Representatives members Judson Sapp, Richard Gentry, Ryan Chamberlin, J.J. Grow, and Yvonne Hayes Hinson.
Mr. Cretul advised that Speaker of the House of Representatives Daniel Perez has released the formal House Bill (HB) tax package as shown on the overhead screens (page 579 of the Agenda). He stated 7 out of 8 of those are joint Resolutions, which means they would need a companion Senate Bill (SB). Those would then go to a vote of the residents of the State of Florida to determine if the proposed Constitutional Amendment is something that they want. The final Bill (HB 0215), Ad Valorem Taxation, is a general Bill that will go through the traditional Bill process. He advised that these are not the only Bills that were submitted so far as it relates to property tax, noting there have been a lot of attempts to determine the future of property taxes around the State of Florida. Mr. Cretul referred to the next slide, noting the highlighted Bills are ones that Marion County delegate members filed. The next slide reflects the top Bills that Marion County is monitoring including HB 0027 (term limits for members of Boards of County Commissioners and District School Boards), SB 0048 (Housing), SB 0208 (Land Use and Development Regulations), SB 0218 (Land Use Regulations), SB 0354 (Blue Ribbon Projects), and SB 0380 (Legal Notices). Other top Bills Marion County is monitoring include SB 0548 (Growth Management); SB 0686 (Agricultural Enclaves), SB 0718 (Water Management), SB 0840 (Land Use Regulations for Local Governments Affected by Natural Disasters), HB 0927 (Local Land Planning and Development), and SB 0948 (Local Government Land Development Regulations and Orders). Mr. Cretul commented on a Bill that the Legislature is looking at, which would redefine how the Water Management Districts (WMDs) are either set up or what they are authorized to do.

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In response to Commissioner Stone, Mr. Cretul advised that in regard to allowing swimming at Silver Springs, the project is currently at the Department of Environmental Protection (DEP) for permitting consideration.
General discussion ensued with regard to swimming in Silver Springs.
Commissioner Bryant suggested Chairman Zalak draft a letter to be sent to the Governor's office outlining the agreement and the things that were agreed upon between the County and the State. It was the general consensus of the Board to concur.
Commissioner Curry commented on the ad valorem tax bills that are being submitted, noting what he has heard is sales taxes could increase to 12% or the possibility of imposing a transaction fee on real estate dealings should property taxes be removed.
General discussion ensued in regard to property taxes.
Mr. Cretul advised that staff have seen some good movement related to the County's request for State funding for the Lowell Municipal Water project, noting DEP is being very proactive in support of the request. Staff believe they have located a potential funding stream from different State programs that will allow for principal forgiveness loans and are in the process of applying for now, which should get the project to a good level of completion with no local dollars spent.
Mr. Cretul advised that the Governor has mentioned either calling a Special Session related strictly to redistricting the Federal Congressional seats or bringing it up during the Session at some point. He stated Marion County is currently represented by Representative Kat Cammack in Congressional District 3 and Representative Randy Fine in Congressional District 6.
In response to Chairman Zalak, Mr. Cretul advised of SB 1066, which would create the "Northeast Florida Rivers, Springs, and Community Investment Act" requiring DEP to develop a project plan for the restoration of the Ocklawaha River.
Commissioner Bryant expressed frustration with the confines of the State Statute that governs the Tourist Development Council (TDC) tax and what the County can and cannot use that revenue for. She opined that the community has some needs those dollars should be able to contribute to in order to make the County a tourist destination (i.e., Shocker Park improvements). Commissioner Byrant advised that she had a conversation with Senator McClain yesterday about possibly looking at adding some language to the Statute that would allow local governments to use a percentage of those tax revenues for initiatives that would benefit local communities as well as the tourism sector. Commissioner Bryant stated tourism can put a strain on infrastructure and the County needs to be able to recoup some of those tourism dollars to put back into the community.
General discussion ensued.

**10. COMMITTEE ITEMS: NONE**

**11. NOTATION FOR ACTION: NONE**

**12. GENERAL PUBLIC COMMENTS:**
Scheduled requests will be heard first and limited to five (5) minutes. Unscheduled speakers will be limited to two (2) minutes. Citizens may contact Marion County Administration by 5:00 p.m. the Friday before the meeting at 352-438-2300 to request to speak or sign up online at: www.marionfl.org.
Chairman Zalak opened the floor to public comment.
John Scott, SW 80th Avenue, advised that he came to the BCC a couple of months ago



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and complained about the unkempt condition out by Westport High School. He expressed his appreciation to the Board, who sent staff out there and took care of it, noting he could not have done a better job if he had hired a professional landscaper.
Commissioner Stone expressed her appreciation to staff for a job well done.
Mr. Scott commented on the widening of SW 80th Avenue, noting although he and his neighbors would benefit from that expansion, it does affect the way he uses his land because the BCC has allowed everyone around him to change the way their land is used. He clarified that one of his neighbors sold 80 acres to the Marion County School Board (MCSB) years ago and now he can see the bleachers of Westport High School from his living room. Mr. Scott stated his other neighbor just received a land use change from the BCC that will allow for high density. He advised that what is stopping him from requesting a land use change for his property is the $3,000.00 application fee, noting he would like to request the Board waive that fee.
Chairman Zalak stated the Board would not waive the required application fee.
Mr. Scott expressed concern that the proposed roundabout on SW 80th Avenue would have an impact on the way he has used his property for the last 30 years.
County Engineer Steven Cohoon advised that this will be a three legged roundabout as it relates to parcels in question that Mr. Scott owns just to the west of the County's right of way (ROW). He clarified that the three legged roundabout will have a parallel access road contiguous to the County's right-of-way (ROW) that will allow Mr. Scott to ingress and egress.
Chairman Zalak requested Mr. Cohoon meet with Mr. Scott to review the proposed roundabout access. He recommended that Mr. Scott also meet with Growth Services Director Chuck Varadin to review the land use options and what would be viable for his property prior to Mr. Scott spending the $3,000.00 application fee.
Robert Meegan, SE 158th Street, Summerfield, addressed the Board in regard to excessive speeding and the unsafe road conditions in the Orange Blossom Hills neighborhood. He stated he spoke with County Engineer Cohoon who agreed that at least one of the intersections in particular needs a four way stop instead of a two way stop. Mr. Meegan noted he is the Vice President of the Community Center, and constantly receives complaints from residents having to pull their kids off the road because they almost got hit by a car. He stated a lot of people cut through the neighborhood to alleviate the traffic light at SE Highway 42 and Highway 441. Mr. Meegan questioned if the County could look at speed tables similar to what Mount Dora has, and if the community would fundraise for the materials, if the County would put them in. He stated he spoke with Mr. Cohoon who advised him that it would be an unfeasible option, and suggested the community establish a Homeowners Association (HOA) to put gates up within the community. He opined that it would cost too much to put gates up for all of the streets within their community. Mr. Meegan stated Mr. Cohoon also suggested putting in sidewalks; however, that would also be a costly option. He commented on some empty land in the subdivision and suggested it be turned into a walking trail because there is no park in his growing neighborhood.
Chairman Zalak clarified that the County does not install speed tables/speed bumps, noting just as many people that like them, hate them and complain about them damaging vehicles. In regard to the request for a park, Chairman Zalak stated if the neighborhood is willing to do something, then the County may be able to negotiate a Memorandum of Understanding (MOU) to do certain services in the park along with the HOA. He noted the County has done that in other places where the residents help maintain the park and

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perform some of the upkeep and then the County is able to make some capital improvements over time.
Commissioner McClain advised that he has been out to the Orange Blossom Hills neighborhood with the County Engineer and the MCSO to discuss some of these issues, noting there is an intersection that does need to be further looked at in regard to a possible four way stop. He stated he would meet with Mr. Meegan to look at some other options the County can do out there in regard to enforcing and reducing speeding traffic.
Commissioner Bryant suggested Mr. Meegan reach out to the County's Municipal Services (MS) Department, noting the County has municipal services taxing authorities in a couple of other communities and it works really well. She stated there would be a very small assessment for each homeowner that ends up going to the entire community, and then the MS Department manages the recreational aspect of it. Commissioner Bryant clarified that the Board of County Commissioners in no way, shape or form has any oversight over the MCSO, noting a conversation with their office as far as the enforcement side is going to be the proper channel.
Mr. Meegan advised that he had previously applied for a waiver to hook up to County water; however, he ended up hooking up to the centralized system. He commented on the condition of his water filter after 2 weeks of being on the County's system. Mr. Meegan clarified that he is on a dead-end system, meaning the water goes to a point and stops. He advised that water should be on a loop system, so it does not hit stagnant, noting County staff put in a "blow-off" valve to try and fix the issue. Mr. Meegan opined that the County should have put it in a loop when it was originally engineered so water would not be stagnant.
ACA Angel Roussel advised that there are certain limits for natural minerals (i.e., iron) in the water where it is acceptable, but if it exceeds those limits the County definitely filters those systems.
Utilities Director Tony Cunningham advised that Mr. Meegan's property is located in the east side consolidated area, noting the water quality report and the consumer confidence report, both stated that the systems do meet all primary and secondary drinking water standards. He stated Mr. Meegan's property is at the end of a dead end line and so staff worked with him and installed an auto flusher. Mr. Cunningham clarified that in the long term there will be a loop system, noting there is a development to the south that looks like it will be coming in soon and staff will be able to loop the system that way.
Chairman Zalak requested Mr. Cunningham work with Mr. Meegan to resolve this issue.
Melody Buzard, SE Highway 42, Summerfield, addressed the Board in regard to the possibility of ending or amending property taxes and expressed concern that if there is more than one option placed on a ballot, it would reduce the chances of getting any of them passed.
Joseph Walker, SE 54th Place, Ocklawaha, presented a 1 page electronic mail (email) response from Solid Waste Resource Liaison Lacey Larramore dated December 22, 2025, regarding litter, the need for proper signage for boundaries of County owned properties, water retention area (WRA) maintenance, and illegal dumping. He expressed his appreciation to Ms. Larramore for her help in this matter.
Commissioner Bryant out at 10:43 a.m.
Mr. Walker commented on barbed wire fencing that is lying on the ground behind the library. He addressed illegal dumping issues behind the Tractor Supply store.
Chairman Zalak advised that public comment is now closed.



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**13. COMMISSIONER ITEMS:**

**13.1. Commission Comments**

Commissioner Stone wished everyone a Happy New Year. She advised that today is "National takedown your Christmas tree Day".

Commissioner Stone referred to the banner as seen on the overhead screens and addressed the upcoming "Run for the Springs" event to be held on Saturday, February 28, 2026 at Silver Springs State Park. She advised that the registration fees go towards educating the public on how to improve waterways and protect the springs.

Commissioner Byrant returned at 10:46 a.m.

Commissioner Stone expressed her appreciation to Ms. Louine Ek for her prayers for the BCC, noting her most recent prayer was from Isaiah 40:31 "Those who entwine their hearts with Yahweh will experience divine strength. They will rise up on soaring wings and fly like eagles, run their race without growing weary, and walk through life without giving up".

Commissioner Bryant wished everyone a Happy New Year. She reminded everyone that it is flu season and to wash their hands to help stop the spread.

Commissioner Curry advised that on December 30, 2025, he and Chairman Zalak attended an event held by Chase Bank; wherein the organization presented a mortgage free home to a former Staff Sergeant in Marion County who had been in foreign action, had quite a bit of trauma from her days in the military, and was living under a bridge. She was found by an individual and referred to Homes for Veterans. He stated this is the first time in Marion County that this particular organization has donated to a veteran, but it seems like there will be more. Commissioner Curry advised that Homes for Veterans, in conjunction with Chase Bank and Lowe's, have donated 1,100 homes to veterans across the Country.

Commissioner McClain wished everyone a Happy New Year.

Chairman Zalak expressed his appreciation to Commissioner Curry for bringing the veteran community together in a way that that has not been done before in Marion County. He advised that Chase Bank donates funding to help the Homes for Veterans 501c3 organization.

**13.2. Commission Calendar**

**13.2.1.** Present Commission Calendar

The Chairman acknowledged receipt of the Commission calendar covering the period of January 6 through February 3, 2026.

**14.1. County Administrator Informational Items:**

**14.1.1.** Present Resignation from Land Development Regulation Commission - Jonny Heath

**14.1.2.** Present Email Dated December 23, 2025, Regarding Docket No. 20250052-WS; CSWR-Florida Filed a Petition for a General Rate Increase with the Florida Public Service Commission

**14.1.3.** Present the Approved State Housing Initiative Partnership Program (SHIP) Annual Report and Local Housing Incentives Certification (Budget Impact - None)

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**14.1.4.** Present Letter Dated December 18, 2025, Regarding the City of Belleview Annexation Ordinance No. 2025-10
**14.1.5.** Present Letter Dated November 12, 2025, Regarding Lockheed Martin Missiles and Fire Control Facility Notice of Intent to Restrict Groundwater Usage as an Institutional Control; FDEP WCU Site ID: FLD061993606

**14.2. Present Walk-On Items From Previous BCC Meeting:**
**14.2.1.** WALK ON: Presented on December 16, 2025, as Agenda Item 15.1.3. - Request Approval of Amendment Number Three to Agreement LPS0052 Between Florida Department of Environmental Protection and Marion County Utilities (Budget Impact - None)

**14.3. Clerk of the Court:**
**14.3.1.** Present Report No. 2025-04 Operating Parts and Supplies Inventories FY 2024-25
**14.3.2.** Present Administrative Budget Transfer Report FY 2025-26
**14.3.3.** Present Memorandum from Gregory C. Harrell, Clerk of the Circuit Court and Comptroller, Regarding the Filing of Ordinances 25-54, 25-55 and 25-56 with the Secretary of State's Office
**14.3.4.** Present Letter Dated December 10, 2025 from the City of Ocala, Regarding the Ocala Community Redevelopment Agency and Notice of the Adoption of Resolution 2026-8 Regarding the Downtown, East Ocala, West Ocala, and the North Magnolia Community Redevelopment Plan
**14.3.5.** Present Constitutional Officers' and Commissioners' Bonds Pursuant to Chapter 137.05, Florida Statutes
**14.3.6.** Present Regular Report of Utilization for Reserve for Contingencies

**14.4. Present for information and record, minutes and notices received from the following committees and agencies:**
**14.4.1.** Code Enforcement Board - October 8, 2025
**14.4.2.** Development Review Committee (DRC) - November 24 and December 8, 2025
**14.4.3.** License Review Board - October 14, 2025
**14.4.4.** Historical Commission - September 8, October 13 and November 10, 2025

**14.5. General Informational Items:**
**14.5.1.** Marion County Health Department – For the Latest health news and information, Visit the Website at http://marion.floridahealth.gov/
**14.5.2.** Southwest Florida Water Management District (SWFWMD) - For Minutes and Agendas, Visit the Website at http://www.WaterMatters.org
**14.5.3.** St. Johns River Water Management District (SJRWMD) - For Minutes and Agendas, Visit the Website at https://www.sjrwmd.com
**14.5.4.** Transportation Planning Organization (TPO) - For Minutes and Agendas, Visit the Website at https://ocalamariontpo.org
**14.5.5.** Withlacoochee Regional Water Supply Authority (WRWSA) - For Minutes and Agendas, Visit the Website at http://www.wrwsa.org

There was a recess at 10:52 a.m.
The meeting reconvened at 1:31 p.m. with all members present.



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Also present were: Growth Services Director Chuck Varadin, Deputy Director Ken Weyrauch, Planner Kathleen Brugnoli, Administrative Manager Autumn Williams, Administrative Staff Assistant Kim Lamb, County Attorney Matthew G. Minter, County Administrator Mounir Bouyounes and ACA Tracy Straub.

The meeting opened with the Pledge of Allegiance to the Flag of our Country.

**15. PLANNING & ZONING AND DRC WAIVER REQUESTS (AT 2:00PM):**

Deputy Clerk Lewter advised that there are two (2) Proofs of Publication to be presented for this afternoon's meeting.

The first Proof of Publication is Legal Ad No. 11926090 entitled, "Notice of Public Hearing by Marion County Board of County Commissioners to Consider Requests for Reasonable Accommodations" published in the Star Banner newspaper on December 22, 2025. The Notice states the Board will consider approval of a reasonable accommodation application.

The second Proof of Publication is Legal ad No. 11926034 entitled, "Notice of Intention to Consider Adoption of an Ordinance" published in the Star Banner newspaper on December 22, 2025. The Notice states the Board will consider adopting an Ordinance approving Comprehensive Plan Amendments, zoning changes and Special Use Permits.

County Attorney Matthew G. Minter provided a brief overview of the process for today's zoning and Special Use Permit hearings.

Mr. Minter requested that everyone who will be testifying today to please stand and be sworn in en masse.

**15.1. Planning and Zoning Consent Items:**

Growth Services Director Chuck Varadin advised that the three (3) petitions listed on the Consent Agenda are recommended for approval by both the Planning Division and the P&Z Commission.

P&Z PUBLIC HEARING ON DECEMBER 29, 2025

Motion was made by Mr. Behar and seconded by Mr. Bonner, to agree with staff's findings and recommendation and recommend approval of the Consent Agenda items.

1. Will not adversely affect the public interest
2. Are consistent with the Marion County Comprehensive Plan
3. Are compatible with the surrounding land uses

The Motion passed unanimously, 5-0

Chairman Zalak opened the floor to public comment.

There being none, Chairman Zalak advised that public comment is now closed.

Commissioner Bryant request Agenda Item 15.1.1 be considered individually.

A motion was made by Commissioner Bryant, seconded by Commissioner Curry, to approve Consent Agenda Items 15.1.2 and 15.1.3, agreeing with Growth Services Department staff and the P&Z Commission recommendations, based on findings that the proposed uses are compatible with the surrounding land uses, are consistent with the Comprehensive Plan and will not adversely affect the public interest. The motion was unanimously approved by the Board (5-0).

The motion approved the Consent Agenda Items as follows:

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**15.1.2.** 260105SU - Victor Scine, on Behalf of Property Owner AFMA Ocala, LLC, Special Use Permit to Allow for the Operation of a Commercial Nursery, in a Single-Family Dwelling (R-1) Zone, 3.13 Acre Tract, Parcel Account Numbers 37052-000-00, 37053-000-00 and 37056-000-00, Site Address 10356 SE 62nd Avenue Road, Belleview, FL 34420

The Board adopted Resolution 26-R-13 approving a petition by AFMA Ocala, LLC, for a Special Use Permit, Articles 2 and 4, of the Marion County Land Development Code, to allow for the operation of a commercial nursery, in a Single-Family Dwelling (R-1) zone, on an approximate 3.13 Acre Tract, on Parcel Account Numbers 37052-000-00, 37053-000-00 and 37056-000-00, Site Address 10356 SE 62nd Avenue Road, Belleview, FL 34420

Resolution 26-R-13 contains the following Conditions:

1. A commercial driveway that meets the requirements of the Office of the County Engineer will be required to access SE 62nd Avenue Road.
2. The Special Use Permit runs with the owner and not the property.
3. A modified Type 'C' buffer will be required on the east side of the subject parcel, fronting SE 62nd Avenue Road. Due to ROW limitations and an existing stockade fence, this buffer shall be required to be five feet (5') in width, but shall be comprised of the requirements that would be normally required in a typical Type 'C' buffer. (i.e. fifteen feet in width).
4. The southern and western buffers shall utilize evergreen ornamental trees on the interior border of the existing fence. The type of tree is at the discretion of the applicant, but the tree line canopy shall be continuous with no gaps in order to block the line of sight and help mitigate dust from the subject parcel. Where greenhouses are to be constructed, the applicant shall utilize the spaces between the greenhouses and the western border wall as the storage area for larger plants in the inventory in order to provide additional buffering.
5. The applicant must begin the site plan process within six months of approval of this SUP. And the primary office building shall be permitted and under construction within one year of the approval of this SUP. Until that time, the temporary building currently serving as the office shall be permitted to continue to operate in that capacity. An ADA-compliant parking stall and a temporary ADA bathroom shall be available on site before the business is open to the public.
6. The primary office will be required to hook up to the City of Belleview municipal water services, as the water line is currently available on SE 62nd Avenue Road adjacent to the subject parcels.
7. The existing well may be used for irrigation and general water services until such time that the primary building receives a Certificate of Occupancy. The existing well may continue to be utilized for the irrigation of the plant inventory afterwards.
8. The existing paver pads shall be permitted to be utilized for storage. However, stored materials, other than plants, shall not be stored more than six feet high within eight feet of the southern or western fence lines.
9. Commercial vehicles that are not operational and/or are not for specific use by the nursery operations shall not be stored on site.

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10. The Special Use Permit shall expire January 20, 2031; however, it may be renewed administratively for up to 3 consecutive times by a written instrument signed and issued by the Growth Services Director (or position equivalent to the Growth Services Director at that time), unless:
    - There have been unresolved violations of the County Land Development Code, the County Code of Ordinances, and/or the conditions of the Permit.
    - Neighboring property owners within 300' of the subject property have complained to the County Code Enforcement, Zoning, or equivalent/similar Departments/Divisions about the uses of the subject property by this Permit, or
    - The Growth Services Director determines that renewal should be considered directly by the Board of County Commissioners through the Special Use Permit review process (or review process equivalent at that time).

**15.1.3.** 260106ZC - LJP & Company LLC and LouAnn & Joseph R. Papp II, Zoning Change from Single Family Dwelling (R-1) to Residential Agriculture Estate (A-3) zone, for All Permitted Uses, 20.0 Acre Tract, Parcel Account Numbers 17325-000-01 and 17325-000-02, No Address Assigned

The Board approved a petition by LJP & Company LLC and LouAnn & Joseph R. Papp II, for a Zoning Change, Articles 2 and 3, of the Marion County Land Development Code, from Single Family Dwelling (R-1) to Residential Agriculture Estate (A-3) zone, for all permitted uses, on an approximate 20.0 Acre Tract, on Parcel Account Numbers 17325-000-01 and 17325-000-02, No Address Assigned

**15.1.1.** 260103ZC - Gustavo Fernandez, Zoning Change from Single Family Dwelling (R-1) to Rural Residential (RR-1) Zone, for All Permitted Uses, 0.77 Acre Parcel, Parcel Account Number 46163-000-00, Site Address 14675 SE 70th Avenue Road, Summerfield, FL 34491

The Board considered a petition by Gustavo Fernandez, for a Zoning Change, Articles 2 and 3, of the Marion County Land Development Code, from Single Family Dwelling (R-1) to Rural Residential (RR-1) zone, for all permitted uses, on an approximate 0.77 Acre Parcel, on Parcel Account Number 46163-000-00, Site Address 14675 SE 70th Avenue Road, Summerfield, FL 34491

Commissioner Bryant advised that there are Code Enforcement actions on the subject parcel going back to 2020. She questioned if this zoning change will clear those issues and if the proper permits have been obtained. Deputy Director Ken Weyrauch, Growth Services, advised that there was a Building Code violation, noting if the zoning change is approved it would clear the violation and allow for a manufactured home on the site.

In response to Chairman Zalak, Commissioner Bryant advised that the existing manufactured home was placed on the site in 2020 without the proper permit.

Mr. Weyrauch advised that the zoning change is one of the options the applicant had to clear the violation and obtain the proper permits.

Commissioner Bryant questioned what company placed the mobile home on the site without the property permits. Mr. Weyrauch stated staff does not know.

Gustavo Fernandez, SE 151st Lane Road, applicant, advised that after he purchased the property he found out the previous owner did not complete the permitting process. He



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stated when he tried to start the permitting process over he was informed by staff that the zoning did not allow the home.
In response to Commissioner Bryant, Mr. Fernandez advised that he does not know what company originally put the home on the site. He stated he has hired FL Mobile Home Services, LLC to assist with the permitting process.
Commissioner Bryant requested staff find out what company placed the mobile home on this property without the proper permits.
ACA Tracy Straub advised that the applicant has applied for the new permit. She stated the previous permit application lists owner/agent as the entity who pulled the permit.
Commissioner Bryant questioned if this matter had come before the Board previously. Mr. Weyrauch advised that it has not, but it is similar to a case that did come before the Board for a different parcel.
In response to Commissioner Bryant, Ms. Straub advised that she will work with staff to ensure the applicant is not hindered by the old permit.
A motion was made by Commissioner Bryant, seconded by Commissioner Curry, to approve the zoning change from R-1 to RR-1. The motion was unanimously approved by the Board (5-0).

**15.2. Planning and Zoning Items for Individual Consideration:**
**15.2.1.** 260108RA - Consideration for Yuriel Perez & Emelina Rosell, Reasonable Accommodation Four (4) Goats, in a Single-Family Dwelling (R-1) Zone, 1.03 Acre Parcel, Parcel Account Number 1753-028-027, Site Address 7498 SW 204th Avenue, Dunnellon,
FL 34431
The Board considered a petition by Yuriel Perez & Emelina Rosell, for a Reasonable Accommodation under the Fair Housing Act, providing the opportunity for neighboring property owners to present any factual information that should be considered with respect to any adverse impacts that may affect neighboring properties by the application to keep four (4) goats, on the subject property, and what reasonable conditions might improve the effect of those situations, in a Single-Family Dwelling (R-1) zone, on an approximate 1.03 Acre Parcel, on Parcel Account Number 1753-028-027, Site Address 7498 SW 204th Avenue, Dunnellon, FL 34431
Planner Kathleen Brugnoli, Growth Services Department, provided a brief overview of the reasonable accommodation request for four (4) goats on a R-1 zoned property. She stated 15 people were notified, noting 5 letters of support were received and 1 letter in opposition. Ms. Brugnoli advised that the request is a result of a Code Enforcement violation case. There were cows, goats and a commercial vehicle present onsite when the case was initiated. She stated a follow up visit was performed and the cows and commercial vehicle were not onsite.
Ms. Brugnoli advised that the goats are kept in an encloser towards the rear of the property, noting the waste is collected daily and removed from the site weekly. She stated the animals are for personal use and not used for commercial use, sale or breeding.
It was noted Growth Services staff recommended approval with the following Conditions:

1. The property owner shall maintain a well-kept area for the goats.
2. Waste produced by the animals shall be collected daily and stored in sealed containers to avoid odors, pests, etc. and will be disposed of weekly at an offsite disposal center.



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3. The property owner will maintain the fenced area to ensure it is always secure and in good condition.
4. The applicant acknowledges that only four (4) goats, as prescribed by her doctor, are permitted on the property.
5. The applicant must notify the Growth Services Director if one of the goats passes away.
6. Under this Reasonable Accommodation, Marion County Code Enforcement may access the property for inspections as necessary, with prior notification provided to the applicant.
7. The Reasonable Accommodation is attached to the applicant, not the property, and does not transfer with ownership.

Ms. Brugnoli advised that staff visited the site on January 5, 2026 and there were 7 goats present, as well as a tractor trailer. She stated the tractor trailer left the site during the site visit, noting tractor trailers are allowed on site as long as they are there less than 1 hour.
Commissioner Curry stated the note provided by the applicant is from a nurse practitioner from Miami. He questioned if staff does any investigation to verify the note. Ms. Brugnoli advised that staff does not check the validity of the note, but they could going forward.
In response to Commissioner Curry, Mr. Minter advised that there is no requirement that a physician is the one who has to sign the note.
Mr. Brugnoli stated staff only ensures that the issuing entity is licensed.
Commissioner Stone questioned if there was any explanation provided as to why there were additional goats onsite. Ms. Brugnoli advised that staff has not had a chance to follow up with the applicant after the site visit.
Marianne Lopez, Code Enforcement, advised that when she spoke with the applicant she was informed that two of the babies were going to be gone, which would leave 4 females and 1 male. She stated the doe was bred prior to the reasonable accommodation request being filed.
In response to Commissioner Stone, Ms. Lopez advised that the request is to have 4 females, noting the applicant would have to rehome the male.
Esther Torres, SW 204th Avenue, Dunnellon, advised that she is present today to translate for the applicant, Emelina Rosell, SW 204th Avenue, Dunnellon. She stated the goats are being requested for medical reasons.
Chairman Zalak questioned why the request is for 4 goats. Ms. Torres advised that the applicant has raised the goats from babies and has grown attached to them. She stated they are working on rehoming the male goat.
Ms. Lopez advised that goats are a herd animal and do not do well alone.
Ms. Torres stated her brother Luz Collado lives next door to the applicant and also does not object to the goats being onsite.
Ms. Brugnoli advised that the letter of opposition came from a parcel to the north. She stated the neighbor's complaint was in reference to property values. Ms. Brugnoli reiterated that the request is a result of a Code Enforcement case.
Commissioner Zalak questioned if the applicant was provided the list of what is permitted on her property. Ms. Torres advised that she has read all the information to the applicant. She stated the neighbor who was complaining no longer lives in the area.
Chairman Zalak opened the floor to public comment.
Adriana Fernandez, SW 204th Avenue, expressed support for the reasonable accommodation request, noting she enjoys seeing the goats on the property.
Ms. Torres stated the goats are wonderful animals, noting her grandkids like to visit with

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the goats.
Chairman Zalak advised that public comment is now closed.
Ms. Brugnoli advised that the complaints to Code Enforcement and the letter of opposition were received from the same person.
Commissioner Zalak requested the Institute of Food and Agricultural Science (IFAS) recommendations and standards are included in staff reports going forward for these types of cases.
Ms. Straub advised that part of the Code revision is for staff to review what is in the Code compared to the IFAS standards and reconcile the two.
General discussion ensued.
Commissioner Bryant clarified that the semi-truck is not permitted in R-1 zoning.
A motion was made by Commissioner Bryant, seconded by Commissioner Stone, to adopt Resolution 26-R-14, approving the Reasonable Accommodations with Conditions 1 through 7, as amended.
In response to Commissioner Stone, Ms. Torres advised that hay and feed are brought on site for the goats.
Chairman Zalak opined that the request for 4 goats is too many and he would not be supporting the motion.
Commissioner Curry concurred, noting it is too many goats on the subject parcel. He expressed concern with the precedents being set by approving these Reasonable Accommodation requests.
The motion was passed 3-2, with Chairman Zalak and Commissioner Curry dissenting.
Resolution 26-R-14 includes the following Conditions:

1. The property owner shall maintain a well-kept area for the goats.
2. Waste produced by the animals shall be collected daily and stored in sealed containers to avoid odors, pests, etc. and will be disposed of weekly at an offsite disposal center.
3. The property owner will maintain the fenced area to ensure it is always secure and in good condition.
4. The applicant acknowledges that only four (4) female goats, as prescribed by her Florida licensed health care professional, are permitted on the property.
5. The applicant must notify the Growth Services Director if one of the goats passes away. Goats that pass away cannot be replaced with new goats.
6. Under this Reasonable Accommodation, Marion County Code Enforcement may access the property for inspections as necessary, with prior notification provided to the applicant.
7. The Reasonable Accommodation is attached to the applicant, not the property, and does not transfer with ownership.

**15.2.2.** 26-S01 - Sheik Hafeez Rahaman & Bibi Shimoon Rahaman, Small-Scale Land Use Change from High Residential to Medium Residential, 4.47 Acre Parcel, Parcel Account Number 9024-0000-02, Site Address 122 Juniper Loop, Ocala 34480
The Board considered a petition by Sheik Hafeez Rahaman & Bibi Shimoon Rahaman, for a Land Use Change, Articles 2 and 4, of the Marion County Land Development Code, from High Residential (HR) to Medium Residential (MR), on an approximate 4.47 Acre Parcel, on Parcel Account Number 9024-0000-02, Site Address 122 Juniper Loop, Ocala 34480



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P&Z PUBLIC HEARING DECEMBER 29, 2025
26-S01 Planning and Zoning Commission Recommendation
Motion was made by Mr. Bonner, seconded by Mr. Lourenco, to agree with staff's findings and recommendation, and recommend approval of the land use change based on the following findings of fact:

1. Will not adversely affect the public interest
2. Is consistent with the Marion County Comprehensive Plan
3. Is compatible with the surrounding land uses

The Motion passed unanimously, 5-0.

Deputy Director Weyrauch, Growth Services, provided a brief overview of the request for a land use change from HR to MR. He advised that staff notified 49 neighboring property owners and received 1 letter of opposition. Mr. Weyrauch stated the current density would require a minimum of 17 units, with a maximum of 35 units. He advised that approving the reduced density would allow a minimum of 4 units and a maximum of 17 units.
In response to Commissioner Bryant, Mr. Weyrauch advised that the site would have well and septic.
Mr. Weyrauch provide a brief history of the site and its previous land uses. He stated staff and the P&Z Commission are recommending approval of the land use change.
Sheik Hafeez Rahaman, Juniper Loop, applicant, advised that the intent is to divide the parcel into 4 parts, which would allow for approximately 1 acre parcels.
Chairman Zalak opened the floor to public comment.
There being none, Chairman Zalak advised that public comment is now closed.
A motion was made by Commissioner Curry, seconded by Commissioner McCain, to approve the land use change, agreeing with Growth Services staff and the P&Z Commission, based on findings and recommendations that the proposed use will not adversely affect the public interest, is consistent with the Comprehensive Plan and is compatible with the surrounding land uses. The motion was unanimously approved by the Board (5-0).

**15.3. Adoption of Ordinance**
**15.3.1.** 26-S01
A motion was made by Commissioner McClain, seconded by Commissioner Bryant, to adopt Ordinance 26-01 adopting Small Scale Comprehensive Plan Amendment No. 26-S01, agreeing with the Growth Services staff and the P&Z Commission recommendations, based on findings that the land use change will not adversely affect the public interest, is compatible with land uses in the surrounding area, and is consistent with Chapter 163, FS and the Marion County Comprehensive Plan. The motion was unanimously approved by the Board (5-0).
Ordinance 26-01 is entitled:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA; ADOPTING THE FOLLOWING SMALL-SCALE AMENDMENT TO THE FUTURE LAND USE MAP SERIES OF THE MARION COUNTY COMPREHENSIVE PLAN:

26-S01, SHEIK HAFEEZ RAHAMAN & BIBI SHIMOON RAHAMAN
+/- 4.47 ACRE PARCEL
PARCEL NO. 9024-0000-02
FROM HIGH RESIDENTIAL TO MEDIUM RESIDENTIAL



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PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR FINDINGS; PROVIDING FOR APPEALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

**15.3.2.** Zoning

The Deputy Clerk presented Affidavits of Mailing and Posting of Notices received from Growth Services Director Charles Varadin and Deputy Clerk Thornton regarding petitions for rezoning and Special Use Permits heard earlier in the meeting.

A motion was made by Commissioner McClain, seconded by Commissioner Bryant, to adopt Ordinance 26-02 amending the Marion County Zoning Map pursuant to individual decisions made by the Board on each application heard in the public hearing. The motion was unanimously approved by the Board (5-0).

Ordinance 26-02 is entitled:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, APPROVING REASONABLE ACCOMMODATION, REZONING, AND SPECIAL USE PERMIT APPLICATIONS AND AUTHORIZING IDENTIFICATION ON THE OFFICIAL ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE.

There being no further business to come before the Board, the meeting thereupon adjourned at 2:14 p.m.

_____
Carl Zalak, III, Chairman

Attest:

_____
Gregory C. Harrell, Clerk

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# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22803 **Agenda Date:** 5/5/2026 **Agenda No.:** 3.2.

**SUBJECT:**
**January 20, 2026**

**INITIATOR:**
**Deputy Clerk**

**DEPARTMENT:**
**Clerk of Court**

**DESCRIPTION/BACKGROUND:**
Present minutes for Board consideration and adoption.

**BUDGET/IMPACT:**
None

**RECOMMENDED ACTION:**
Motion to adopt minutes.

**Official Minutes of**
**MARION COUNTY**
**BOARD OF COUNTY COMMISSIONERS**

January 20, 2026

**CALL TO ORDER:**
The Marion County Board of County Commissioners (BCC) met in regular session in Commission Chambers at 9:00 a.m. on Tuesday January 20, 2026 at the Marion County Governmental Complex located in Ocala, Florida.

**INVOCATION AND PLEDGE OF ALLEGIANCE:**
The meeting opened with invocation by Chairman Zalak and the Pledge of Allegiance to the Flag of our Country.

**9:00 AM ROLL CALL:**
Upon roll call the following members were present: Chairman Carl Zalak, III, District 4; Vice-Chairman Matthew McClain, District 3; Commissioner Craig Curry, District 1; Commissioner Kathy Bryant, District 2; and Commissioner Michelle Stone, District 5. Also present were County Attorney Matthew G. Minter, County Administrator Mounir Bouyounes, Assistant County Administrator (ACA) Tracy Straub, ACA Amanda Tart, and Director of Internal Services Mike McCain. Clerk Gregory C. Harrell was absent due to a prior commitment.

**ANNOUNCEMENTS:**
Chairman Zalak addressed upcoming scheduled meetings as listed on the Commission Calendar (Item 13.2.1).

**1. PROCLAMATIONS AND PRESENTATIONS:**
Upon motion of Commissioner Bryant, seconded by Commissioner McClain, the BCC approved and/or ratified the following**:**

**1.1. PRESENTATION** - Florida Veterans Hall of Fame Recipient Captain Steve Petty of Marion County - Amanda Tart, Assistant County Administrator (Presentation Only)
ACA Amanda Tart presented the following recommendation:

> Description/Background: At its January 6 meeting, the Board approved a proclamation declaring January 10, 2026, “Steve Petty Day” in Marion County. This serves as the official presentation of the proclamation. Retired U.S. Army Captain and Marion County resident Stephen Petty was inducted into the Florida Veterans Hall of Fame on November 6, 2025, in recognition of his distinguished military service and lifelong dedication to veterans.
>
> A highly decorated Vietnam War helicopter pilot, Captain Petty earned numerous top military honors for heroism and leadership. Following his service, he continued to support veterans through leadership roles in multiple organizations, expanding access to care and resources. His lasting impact reflected exemplary service, leadership, and commitment to community.
>
> Budget/Impact: None.
>
> Recommended Action: Presentation Only.

ACA Amanda Tart commented on a Proclamation approved at the January 6, 2026, BCC meeting declaring January 10, 2026, as Steve Petty Day in Marion County. She stated

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Commissioner Curry had the honor of presenting that Proclamation to Captain Petty on January 10, 2026, at a local event held in his honor. Today the Board will formally present Captain Petty with his Proclamation and recognize him for his lifetime of extraordinary service and achievement. Army Captain and Marion County resident Steven Petty was inducted into the Florida Veterans Hall of Fame on November the 6, 2025 in recognition of his distinguished military service and enduring commitment to veterans. She provided an overview of Mr. Petty's many achievements and service to veterans and the community. Ms. Tart presented a brief video from the State of Florida highlighting Captain Petty's induction into the Florida Veterans' Hall of Fame on November 6, 2025.
Commissioner Curry commented on Captain Petty's many achievements including rescuing a pilot and flying 1,261 combat hours in Vietnam.
Captain Steve Petty expressed appreciation towards the Board for their support of Veterans and citizens alike. He commented on the partnership with Bob Levenson and Grace Dunlevy relating to cancer screenings and other veteran related services. Captain Petty addressed the many contributions of veterans throughout the community.

**1.2. PRESENTATION** - Present Funds Raised From 2025 Jamboree to Three Local Foundations - Amanda Tart, Assistant County Administrator (Presentation Only)
ACA Tart presented the following recommendation:

> Description/Background: The Marion County Board of County Commissioners continues its longstanding support of giving back to our community with our annual Jamboree Day, an event by employees for employees to raise money for three local foundations, American Heart Association, March of Dimes, and United Way of Marion County. For twenty-nine years, departments have raised money at this event by raffling prizes, selling food and drinks, and having competitive games. This year at Jamboree we raised a total of $7,776.58, therefore the three local foundations will be receiving $2,592.19.
>
> Additionally, Niki Tripodi from United Way of Marion County, Shelby Bobbett and Mark Johnson from American Heart Association, and Betsy Webber from the Marion County Sexual Assault Center are present to address the Board and receive the donations for their respective foundations.
>
> Budget/Impact: None.
>
> Recommended Action: Presentation of Jamboree Day donations to foundation representatives.

Ms. Tart commented on the annual Jamboree Day event to support local agencies. This year's agencies included American Heart Association, March of Dimes, United Way of Marion County and Marion County Sexual Assault Center. She introduced Director of Development Mark Johnson, American Heart Association and Executive Director Betsy Weber, Marion County Sexual Assault Center and welcomed them on stage to accept their checks. It was noted that the representative from the United Way of Marion County was not present.

**1.3. PRESENTATION** - Community Impact Award - 2K Properties Services - Lacey Larramore, Solid Waste Resource Liaison (Presentation Only)
Solid Waste Resource Liaison Lacey Larramore presented the following recommendation:

> Description/Background: The Marion County Board of County Commissioners is committed to eliminating litter throughout our community. This vital effort would not



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be possible without the dedication of individuals, organizations, and businesses who step up to help spread the message that there is No Horsin' Around with Marion.

The Community Impact Award was created to recognize outstanding Individuals, organizations and businesses that are making a meaningful difference in reducing litter and helping to create a cleaner, more beautiful Marion County.

Today, 2K Properties is being recognized for all the hard work they provided for the Litter Task Force Christmas Parade float.

Budget/Impact: None.

Recommended Action: Presentation only.

Solid Waste Resource Liaison Lacey Larramore provided an overview relating to the Community Impact Award, noting today's recipient is 2K Properties Services. She advised that 2K Properties Services sponsored the Marion County Litter Task Force float in the Ocala Christmas Parade by providing a truck, driver, trailer and all of the decorations. Ms. Larramore stated they were able to showcase the Task Force message to thousands of residents with mascots Rubbish and Debris leading the way.

**1.4. PRESENTATION** - Employee Service Awards - Jessica James, Acting Director of Human Resources (Approval and Presentation)

Acting Human Resources (HR) Director Jessica James presented the following recommendation:

Description/Background: The Marion County Board of County Commissioners feels it is important to recognize employees for their years of service to the County. For our recognition ceremony, we want to acknowledge those employees who have achieved 15 years of service or more.

Because of the Board's continual and generous support of its employees, the Marion County Board of County Commissioners would like to present the following Employee Service Awards as attached.

Budget/Impact: None.

Recommended Action: Presentation of appropriate awards to the employees on the attached list.

The BCC, along with Acting Director James, HR, recognized the following employees for their years of service to the County:

Employee Service Awards
October - December 2025

35 Years

| Name | Department | Position Title |
|---|---|---|
| Lesa Fanelli | Building Safety | Permitting Licensing Division Manager |
| John Pelliccio | Fire Rescue Services | Lieutenant |

30 Years

| Name | Department | Position Title |
|---|---|---|
| Matthew Kelly | Solid Waste | Code Enforcement Officer |

20 Years

| Name | Department | Position Title |
|---|---|---|
| Frank Giattino | Fire Rescue Services | Driver Engineer I |
| Martin Lanza | Fire Rescue Services | Driver Engineer I |
| Joseph Bush | Fire Rescue Services | Lieutenant |
| Philip Applegate | Fire Rescue Services | Firefighter |
| Jay Boardman | Fire Rescue Services | Captain |
| John Clarke | Fire Rescue Services | Lieutenant |
| Latosha Pullings Harris | Fire Rescue Services | Administrative Staff Assistant |

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| | | |
|---|---|---|
| Kristina Ashby | Fleet Management | Budget Administrative Coordinator |
| Michael Smith | Office of the County Engineer | Roads Maintenance Tech I |
| Benjamin Raymond | Solid Waste | Solid Waste Operator |
| Jennifer Roberts | Utilities Management | Utilities Billing Account Specialist |
| Dawn Cook | Utilities Management | Utilities Billing Account Specialist |
| Joshua Kramer | Utilities Management | Utilities Deputy Director |

15 Years

| Name | Department | Position Title |
|---|---|---|
| Richard Kocik | Fire Rescue Services | Lieutenant |
| Kevin Mims | Fire Rescue Services | Driver Engineer I |
| Christopher Lewis | Fire Rescue Services | Lieutenant |
| Brady Merritt | Fire Rescue Services | Firefighter |
| Dana Barker | Fire Rescue Services | Medical Billing Specialist Supervisor |

**1.5. PROCLAMATION** - Eagle Scout Court of Honor - William Alexander "Cash" Collins (Approval Only)
The Board approved the Proclamation congratulating William Alexander "Cash" Collins upon attaining the status of Eagle Scout in the Boy Scouts of America organization.

**2. AGENDA ITEM PUBLIC COMMENTS:** Reserved for comments related to items specifically listed on this agenda. Scheduled requests will be heard first and limited to five (5) minutes. Unscheduled requests will be limited to two (2) minutes. Citizens may contact Marion County Administration by 5:00 p.m. the Friday before the meeting at 352-438-2300 to request to speak or submit the request online at: www.marionfl.org.
Commissioner Bryant out at 9:32 a.m.
Chairman Zalak opened the floor to public comment.
Louine Ek, SW 59th Street, quoted from Jeremiah 33:3.
Commissioner Bryant returned at 9:33 a.m.
Ms. Ek provided quotes from Benjamin Franklin and the Bible. She commented on the founding fathers beginning their Congressional sessions with prayer as do the Commissioners and County leaders. Ms. Ek expressed appreciation toward County leaders for their service.
Jeremiah Bennett, SE 8th Street, stated he is the owner of Benmar Construction and addressed Agenda Item 9.1 relating to Construction Manager (CM) services**,** and continued contracts. He expressed support for option 2.
Joseph Walker, SE 54th Place, Ocklawaha, addressed Item 4.1 relating to the renaming of the Marion County Sheriff's Operations Complex. He questioned why taxpayers are funding this rather than a private entity raising the funds.
Chairman Zalak advised that public comment is now closed.

**3. ADOPT THE FOLLOWING MINUTES: (3 Sets)**
**3.1.** August 13, 2025
**3.2.** August 18, 2025
**3.3.** August 19, 2025
A motion was made by Commissioner Curry, seconded by Commissioner Stone, to adopt the meeting minutes of August 13, 18 and 19, 2026. The motion was unanimously approved by the Board (5-0).

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**4. CONSTITUTIONAL OFFICERS AND GOVERNMENTAL OR OUTSIDE AGENCIES:**

**4.1.** Request for Consideration and Approval of the Renaming of The Marion County Sheriff's Operations Complex as "The Don R. Moreland Criminal Justice Complex"

County Administrator Mounir Bouyounes, Administration presented the following recommendation:

Description/Background: Former Marion County Judge John Futch and other members of the community have reached out to County Administration recommending the renaming of the Marion County Sheriff's Operations Complex to the "Don R. Moreland Criminal Justice Complex".

Don R. Moreland was a true "lawman" of that time. Tall, barrel-chested, somewhat quiet, and a reputation throughout the county as fearless. Born in Dawson, Georgia, he served in the U.S. Navy from 1952 to 1956. After his discharge, he started his law enforcement career as a patrolman with the Ocala Police Department. In 1957, Moreland was hired as a Deputy by Sheriff F. L. McGehee and earned an A.A. degree from Central Florida Junior College. (Today known as the College of Central Florida)

In the 1972 Sheriff's election, Don Moreland defeated Doug Willis, who was trying for his fourth term. At midnight on January 2, 1973, Don Moreland and his family came to the jail where he was sworn in as Sheriff. Sheriff Moreland served five consecutive terms (twenty years) as Sheriff, making him the longest-serving Sheriff in the history of Marion County.

Sheriff Moreland was the first Marion County Sheriff to institute written policies. He also initiated a standardized evaluation system to assess the performance of all employees and established an awards system to recognize excellent and heroic actions by all agency personnel. Sheriff Moreland initiated an aviation program when he obtained two Bell helicopters and experimented with another program, having the Deputies own their own patrol cars. By the late 1970's, the Sheriff phased out the latter program and started issuing deputies patrol cars under what is known as the "Indianapolis plan," where a car would be issued to each deputy to drive and care for. Under Sheriff Moreland, the agency started issuing firearms, which started around 1984; prior to that, each deputy would purchase his own gun.

With the tremendous growth of the county during Moreland's time in office, there were many changes to the agency. During Sheriff Moreland's time in office, he instituted the first decentralized policing strategy by opening substations throughout the county. The first was at Salt Springs and was opened in 1976, and the Ocklawaha substation opened in 1978. Eventually, substations were also opened in Dunnellon, Orange Lake, Silver Springs Shores, State Road 200, and Lynne, with an additional workstation in Marion Oaks. In August 1988, the Hammett L. Bowen, Jr. Operations Center was opened on the complex. The idea of dedicating the building to Marion County's only Medal of Honor Recipient was a result of a speech Sheriff Moreland was asked to give on Veterans Day.

Sheriff Moreland also recognized that times were changing and that his deputies needed some form of protection. As a result, he was one of the first Sheriffs to establish a career service act by state law. This provided an established process for disciplinary action and gave the employees protection from political terminations.

Sheriff Moreland was a highly respected and well-liked Sheriff, not only by his employees, but also by the public. During his tenure, the agency saw many

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changes, as well as many high-profile cases. Sheriff Moreland had many awards bestowed on him and his agency, but the one most remembered was being awarded national accreditation, not only in law enforcement but also in the jail.

There were many "Firsts" for Marion County in Sheriff Moreland's administration.

- The first female patrol deputy: Patty Lumpkin
- First female sergeant: Lois Carey
- First black sergeant and lieutenant: Stacy Dickson
- First black captain: Fred Cyprian
- First SWAT team
- First Underwater Recovery team
- First computers in the agency
- First Field Force Team
- First D.A.R.E. program
- First Negotiations Team
- First Crime Scene/Evidence unit
- First School Resource Officer program

After leaving office, Sheriff Moreland would be appointed U. S. Marshal for the Central District of Florida by President Clinton. He would serve in that capacity for almost nine years.

Attached to this agenda item are letters supporting this action in honor of the late Sherrif Don R. Moreland.

The County Administrator recommends naming the Marion County Sheriff's Operations Complex the "Don R. Moreland Criminal Justice Complex" as this dedication would be a fitting memorial to the many contributions Sheriff Moreland made to Marion County. This dedication will initially be memorialized with a dedication sign from Marion County and later a formal entrance will be designed between the County and the Marion County Sheriff's Office with donations solicited by the requesters of this dedication to fund the project.

Budget/Impact: None.

Recommended Action: Motion to approve the naming of the Marion County Sheriff's Complex the "Don R. Moreland Criminal Justice Complex."

County Administrator Mounir Bouyounes, commented on the request to rename the Marion County Sheriff's Operations Complex to the "Don R. Moreland Criminal Justice Complex". He stated the request was brought forward by retired Judge John Futch and other members of the community, noting there have been calls and letters in support of the renaming.

John Futch, SW 42nd Street, introduced the late Sheriff's daughter Ann Moreland and provided a brief overview relating to the service and accomplishments of Don R. Moreland. He stated it is his intention that any cost relating to signage for the complex if renamed, will be raised privately.

Mr. Bouyounes advised that he has spoken to Sheriff William "Billy" Woods, Marion County Sheriff's Office (MCSO) and he fully support this initiative, noting staff will coordinate with him in regard to where the sign will be placed and how it will be erected on that complex.

A motion was made by Commissioner Bryant, seconded by Commissioner McClain, to approve the naming of the Marion County Sheriff's Complex the "Don R. Moreland Criminal Justice Complex."



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Chairman Zalak expressed appreciation for Judge Futch and Ms. Moreland, noting the many accomplishments credited to Sheriff Moreland.
The motion was unanimously approved by the Board (5-0).
Ann Moreland expressed appreciation towards the Board for renaming the Marion County Sheriff's Complex the "Don R. Moreland Criminal Justice Complex."

**5. CLERK OF THE CIRCUIT COURT:**
Upon motion of Commissioner Bryant, seconded by Commissioner Stone, the Board adopted the following Budget Amendment Resolutions transferring funds as presented by Deputy Clerk Windberg on behalf of Clerk Harrell:
**5.1. Budget Amendment**
**5.1.1.** 26-R-15 – General Fund Grants - Community Services HOME - $75,309
**5.1.2.** 26-R-16 – Hills of Ocala MSTU for Recreation - Hills of Ocala Recreation - $20,000
**5.1.3.** 26-R-17 – Impact Fee West District Fund - Impact Fees West District - $5,247,419
(Ed. Note: HOME is the acronym for Home Investment Partnership Program; and MSTU is the acronym for Municipal Services Taxing Unit.)

**5.2. Project Adjustment**
**5.2.1.** Transfer Project Funds and Amend the Capital Improvement Program - Infrastructure Surtax Capital Project Fund - $20,027
County Engineer Steven Cohoon, Office of the County Engineer (OCE), presented the following recommendation:

> Description/Background: To facilitate the billing of staff time to Transportation Infrastructure Surtax projects, adjustments are required for projects that currently have insufficient or no budget allocations. Several projects will be increased to allow for the necessary journal entries, with funding transferred from STC073801 – NW 49th/35th St Phase 2B project to the identified projects.
> Budget/Impact: Neutral.
> Recommended Action: Motion to approve the transfer of project funds and amend the CIP.

A motion was made by Commissioner Stone, seconded by Commissioner Curry, to approve the transfer of project funds and amend the Capital Improvement Program (CIP). The motion was unanimously approved (5-0).

**5.3. Clerk of the Court Items**
**5.3.1.** Present the Acquisition or Disposition of Property Forms Authorizing Changes in Status, as Follows: 038139, 039143, 046506, 047868, 050274, 050811, 53095, IT List
A motion was made by Commissioner McClain, seconded by Commissioner Stone, to approve the Disposition of Property Forms 038139, 039143, 046506, 047868, 050274, 050811, 53095, and IT list. The motion was unanimously approved by the Board (5-0).

**6. PUBLIC HEARINGS (Request Proof of Publication) at 10:00 am: NONE**

**7. CONSENT:**
A motion to approve the Consent Agenda is a motion to approve all recommended actions. All matters on the Consent Agenda are considered routine and will be enacted by one motion . There will be no separate discussion unless desired by a Commissioner.

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Upon motion of Commissioner Stone, seconded by Commissioner Curry, the Board acted on the Consent Agenda as follows:

**7.1. Administration:**

**7.1.1.** Request Approval of Third Amendment to Agreement Between Marion County Veterans Helping Veterans, Inc. and Marion County (Budget Impact - Neutral)

The Board accepted the following recommendation as presented by ACA Tart, Administration:

Description/Background: In August 2016, Marion County (Lessor) entered into a Lease Agreement with Marion County Veterans Helping Veterans, Inc. (VHV) (Lessee) for the purposes of operating a non-profit, one-stop veterans service center. The Lease Agreement provided that the Lessor would pay the electric utilities to the property.

On June 4, 2019, the Board approved the First Amendment to the Lease Agreement which extended the responsibility in making the utility payment for an additional three (3) years expiring on May 31, 2022.

On September 14, 2021, the Board approved the Second Amendment to the lease Agreement which extended the responsibility in making the utility payment for an additional three (3) years expiring on May 31, 2025. Additionally, the Second Amendment provides that both parties may consider extending Lessor's responsibility for payment of electric utilities for an additional time period.

The County recognizes the importance of the many valuable services VHV has provided to the many veterans and supports the success of VHV. Staff recommends extending Lessor's payment of electric utilities for an additional three (3) years until May 31, 2028, at which time the utility payments will be reviewed and assessed for further consideration.

Budget/Impact: Neutral.

Recommended Action: Motion to approve and authorize the Chairman and Clerk to execute the Third Amendment to Agreement between Marion County Veterans Helping Veterans, Inc. and Marion County.

**7.2. Community Services:**

**7.2.1.** Request Approval of the Marion County Standard Professional Services Agreement Challenge Grant with Neighborhood Housing and Development Corporation (Budget Impact - Neutral; not to exceed $100,000)

The Board accepted the following recommendation as presented by Community Services Director Cheryl Butler:

Description/Background: On July 15, 2025, the Marion County Board of County Commissioners approved a contract with the Florida Department of Children and Families (DCF) to distribute state and federal homelessness assistance funds administered through the Ocala/Marion Joint Office on Homelessness Continuum of Care (CoC) FL-514. These funds support local homeless service providers and align with the approved Continuum of Care Plan.

Funding Sources Include:

- Challenge Grant
- Emergency Solutions Grant (ESG)
- Temporary Assistance for Needy Families (TANF) Grant

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In accordance with the approved Continuum of Care Plan, nonprofit organizations were invited to apply for funding to support projects that address identified community priorities. Neighborhood Housing and Development Corporation (NHDC), a local nonprofit organization, submitted a request for Challenge Grant funding.

The proposed use of funds will provide eligible Marion County residents with rental assistance, move-in costs associated with rapid re-housing, utility and other financial assistance, and case management services. These services are designed to assist households in achieving housing stability and long-term self-sufficiency.

Budget/Impact: Neutral; not to exceed $100,000.

Recommended Action: Motion to approve and authorize the Chairman and Clerk to execute all necessary documents associated with this agreement for Challenge Grant with NHDC.

**7.3. Fire Rescue:**

**7.3.1.** Request Approval of Grant Agreement Number FM 1210 Between the State of Florida Department of Financial Services and the Marion County Board of County Commissioners for State Fiscal Year 2025-26 (Budget Impact - Grant funds of $187,500)

The Board accepted the following recommendation as presented by Fire Chief James Banta, Marion County Fire Rescue (MCFR):

Description/Background: The Department of Financial Services, through its Division of State Fire Marshal, has the authority to grant funds to the Marion County Board of County Commissioners. The General Appropriations Act for the 2025-26 state fiscal year provides funding for the sustainment of Florida's fire specialty teams, specifically for sustainment of Urban Search & Rescue (US&R), Hazardous Materials (HAZMAT), and Mutual Aid Radio Communications (MARC), and MARC equipment. The Marion County Board of County Commissioners has been awarded funding for the state's 2025-2026 fiscal year. Once executed, the agreement provides reimbursable funds available for the purchase of US&R equipment. The total amount of this grant is $187,500.

Budget/Impact: Grant funds of $187,500.

Recommended Action: Motion to approve and authorize the chairman and clerk to execute Grant Agreement Number FM 1210 between the State of Florida Department of Financial Services and the Marion County Board of County Commissioners.

**7.4. Municipal Services:**

**7.4.1.** Request Acceptance of Dunnellon Oaks Improvement Area into Warranty Period and Authorization for Chairman to Execute Letter to Contractor (Budget Impact - None)

The Board accepted the following recommendation as presented by Municipal Services (MS) Director Chad Wicker:

Description/Background: The following road improvement project has been completed and constructed according to plan. In accordance with the contract, this project is under a warranty period of one (1) year. The Dunnellon Oaks Subdivision, as recorded in plat book F, page 124 and page 124A dedicate said lands and plat for the uses and purposes therein expressed and dedicated the streets, alleys, thoroughfares, parks, and easements shown hereon to the



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perpetual use of the Public. The Board accepts the roads, drainage facilities and appurtenances included with the assessment project. This improvement area will be maintained by the Office of the County Engineer after the Warranty period has ended.

| PROJECT | BID | ENGINEER | CONTRACTOR | DATE COMPLETED |
|---|---|---|---|---|
| Dunnellon Oaks | 24B-245 | Tillman & Associates Engineering, LLC | Counts Construction Co., Inc. | 09/04/2025 |

Budget/Impact: None.

Recommended Action: Motion to accept maintenance of the Dunnellon Oaks Improvement Area, and to accept construction of Dunnellon Oaks Improvement Area and authorize Chairman to execute letter advising the contractor of the one (1) year warranty period.

**7.5. Parks & Recreation:**

**7.5.1.** Request Approval of the Francis Marion Memorial at the Ocala-Marion County Veterans Memorial Park (Budget Impact - Neutral; project funding provided by grant)

The Board accepted the following recommendation as presented by Parks & Recreation Director Jim Couillard:

Description/Background: The Parks & Recreation department, in coordination with County Administration and the Daughters of the American Revolution, are requesting the Board's consideration and approval of the Francis Marion Memorial at the Ocala-Marion County Veterans Memorial Park.

General Francis Marion, "The Swamp Fox", for whom Marion County was named, is best known for being an innovative leader and freedom fighter who dedicated his life for the establishment of the United States. In celebration of America's 250th anniversary, we remember Francis Marion through the installation of this memorial.

Budget/Impact: Neutral; project funding provided by grant through the Daughters of the American Revolution.

Recommended Action: Motion to approve the Francis Marion Memorial at the Ocala-Marion County Veterans Memorial Park.

**7.6. Procurement Services:**

**7.6.1.** Request Approval of Change Order One to Purchase Order 2501614: 25B-117 State Road 326 Water Main Extension 441 to County Road 25A - Integrity Site Development, Inc., Anthony, FL (Budget Impact - Neutral; additional expenditure of $256,479.70)

The Board accepted the following recommendation as presented by Procurement Services Director Susan Olsen:

Description/Background: On August 19, 2025, the Board approved a contract with Integrity Site Development, Inc. for the installation of a 16-inch water main along SR 326, from US Hwy 441 to CR 25A.

This project is part of the Lowell Service Area Improvement initiative, which aims to provide safe, potable water to the Lowell community in response to groundwater contamination in the area.

Change Order One (1) requests to add $256,479.70, increasing the purchase order from $2,107,784.37 to $2,364,264.07. This change provides for furnishing

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and installing an 18-inch High-Density Polyethylene (HDPE) water main road crossing at the intersection of CR 25A and SR 326 using horizontal directional drilling (HDD) to accommodate future development north of SR 326. This work was not included in the original scope of work.

Attached for review is a copy of Change Order One (1) and the proposal by Integrity Site Development, Inc. Upon approval at today's meeting the change order will be presented to the chairman and clerk for signatures.

Budget/Impact: Neutral; additional expenditure of $256,479.70 bringing the project's total cost to $2,364,264.07. Funding is available in line ZF448536-563102 Project E-UTC000205.

Recommended Action: Motion to approve, authorize the Chairman and Clerk to execute, and allow staff to process Change Order One (1) to Purchase Order 2501614 under 25B-117.

**7.6.2.** Request Approval of Change Order Two to Purchase Order 2301458: 23Q-067 Irish Acres to Silver Springs Regional Water Main Interconnect - Kimley-Horn and Associates, Inc., Ocala, FL (Budget Impact - Neutral; additional expenditure of $22,490)

The Board accepted the following recommendation as presented by Procurement Services Director Olsen:

Description/Background: On July 18, 2023, the Board approved a contract under 23Q-067 with Kimley-Horn and Associates, Inc. (KHA) to provide professional engineering services for the design of approximately 47,000 linear feet of 16-inch water main and 5,300 linear feet of 12-inch water main to interconnect the Irish Acres and Silver Springs Regional Water Treatment Plants. At that time, Purchase Order 2301458 was issued for these services.

Contract Amendment One (CA-01) revised the engineering design to avoid crossing underneath an existing Florida Department of Transportation (FDOT) drainage structure, and to incorporate a new 12-inch force main into the construction plans as an alternate alongside the interconnect water main.

Change Order One (1) added a second line to the purchase order to allocate the Florida Department of Environmental Protection (FDEP) grant funds to the project for CA-01.

Change Order Two (2), being presented today, requests to add Construction Phase Services and Bidding Assistance to the purchase order. These services include responding to design-related questions during bidding and construction, attending pre-bid, pre-construction, substantial completion, and final completion meetings, revising plans as needed, and reviewing and certifying FDEP clearance documentation.

Attached for review is a copy of Change Order Two (2) and the proposal from Kimley Horn and Associates, Inc. Upon approval at today's meeting, the change order will be presented to the Chairman and the Clerk for signatures.

Budget/Impact: Neutral; additional expenditure of $22,490 bringing the project's total cost to $457,657.50. Funding is available in line ZF442533-531109 (Marion County Utility Fund).

Recommended Action: Motion to approve, authorize the Chairman and Clerk to execute and allow staff to process Change Order Two (2) for Kimley-Horn and Associates, Inc., under 23Q-067.

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**7.6.3.** Request Approval of Contract Amendments Under 18Q-160 SW/NW 80th/70th Avenue Widening Preliminary Engineering Report - Guerra Development Corporation, Ocala, FL (Budget Impact - Neutral; total expenditure of $275,980.00)

The Board accepted the following recommendation as presented by Procurement Services Director Olsen:

Description/Background: On November 18, 2018, the Board awarded a contract to Guerra Development Corp. to develop and provide a Preliminary Engineering Report (PER) to support the widening and other future improvements to SW/NW 80th/70th Avenue from SW 90th Street to ½ mile north of US 27. Presented today are three (3) additional contract amendments for work required by the Office of the County Engineer.

18Q-160-CA-11 includes post-design and construction phase services for the SW/NW 80th/70th Avenue Segment 1 (from SW 90th Street to north of SW 38th Avenue). These services include preparing up to five (5) bid addenda, attending pre-bid and pre-construction meetings, participating and responding to Requests for Information (RFIs) in up to ten (10) progress meetings, providing up to five (5) plan revisions, reviewing and updating as-built surveys, preparing Southwest Florida Water Management District (SWFWMD) permit certifications, adding fiber-optic conduit boxes, and designing a directional median opening at SW 90th Street for emergency vehicle access.

18Q-160-CA-12 includes designing a preemptive traffic signal at the northernmost West Port High School access on SW 80th Avenue, preparing a complete signalization plan set integrated into the roadway plans, performing a Florida Department of Transportation (FDOT) compliant structural analysis for the strain poles and their foundations, providing calculations at the 100% submittal, and responding to one (1) round of County review comments.

18Q-160-CA-13 includes preparing a Lighting Justification Report for an approximate 2,800 feet segment of SW 80th Avenue just north of SW 80th Street, evaluating the need for roadway lighting, and submitting the report to the County with one (1) round of comments included.

Attached for review are the drafts of the three (3) contract amendments along with the fee schedule. Upon approval at today's meeting, the contracts will be sent to Guerra Development Corp. for signatures. Once the Contracts are returned, they will be routed for appropriate County signatures.

Budget/Impact: Neutral; total expenditure of $275,980.00.

18Q-160-CA-11 $207,040.00
18Q-160-CA-12 $52,165.00
18Q-160-CA-13 $16,775.00

Funding is available in line VJ738541-563220 (Project STC073815) - Infrastructure Surtax Capital Project Fund.

Recommended Action: Motion to approve and authorize the Chairman and Clerk to execute the Contract Amendments with Guerra Development Corporation under 18Q-160.

**7.6.4.** Request Approval of Selection Committee Recommendation: 25Q-118 CR 475 at SW 80th Street Intersection Improvement - Kittelson & Associates, Inc. Orlando, FL (Budget Impact - Neutral; expenditure of $677,422)



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The Board accepted the following recommendation as presented by Procurement Services Director Olsen:

Description/Background: On behalf of the Office of the County Engineer, Procurement advertised a Request for Qualifications for professional engineering and consulting services to provide design services for intersection improvements at CR 475 and SW 80th Street.

The Scope of Services consists of the design of a roundabout in accordance with County, State, and Federal standards and requirements, providing engineering plans, specifications, and construction estimates, obtaining required permits, and preparing presentations and attending public meetings. A total of two (2) firms responded. The selection committee, consisting of Marc Burkett, Charles Rich, and Steven Cohoon, evaluated the proposals and ranked them per the tabulation below:

| Firm – Location | Rank |
|---|---|
| Kittelson & Associates, Inc. - Orlando, FL | 1 |
| Kimley-Horn and Associates, Inc. - Ocala, FL | 2 |

Steven Cohoon, P.E., County Engineer, has reviewed and is in support of the Selection Committee's recommendation to award Kittelson & Associates, Inc.

Attached for review is a draft contract. Upon approval at today's meeting, it will be sent to Kittelson & Associates, Inc. for signatures and once returned, will be forwarded to Legal, the Clerk, and Chairman for signatures.

Budget/Impact: Neutral; expenditure of $677,422. Funding is from GA771541-563511 (Impact Fees East District).

Recommended Action: Motion to approve recommendation and allow staff to issue contract, and upon approval by Legal, authorize the Chairman and Clerk to execute contract with Kittelson & Associates, Inc. under 25Q-118.

**7.6.5.** Request Approval of Selection Committee Recommendation: 26Q-005 Pre-Qualified Utilities Underground Contractors – Miller Pipeline, LLC, Indianapolis, IN, T&C Underground, Inc., Ocala, FL, Hartman Civil Construction Company, Inc., Ocala, FL, G W P Construction, Inc., Ocala, FL, Commercial Industrial Corp., Ocala, FL, Art Walker Construction, Inc., Ocala, FL, RCM Utilities, LLC, Eustis, FL, Sanpik, Inc., Longwood, FL, AMICI Engineering Contractors LLC, Miami, FL, 2-K Property Services LLC, Ocala, FL, Razorback LLC, Tarpon Springs, FL (Budget Impact - None)

The Board accepted the following recommendation as presented by Procurement Services Director Olsen:

Description/Background: On behalf of Marion County Utilities, Procurement issued a Request for Qualifications (RFQ) to solicit qualified utilities underground contractors experienced in constructing and maintaining utility infrastructure. The scope of this contract includes a wide range of utility work, including emergency repairs, installation of water and sewer systems, pump and equipment replacement, site restoration, demolition of small treatment plants, and other relevant projects as needed. The work may occur at water and wastewater plants, lift stations, utility easements, Marion County right-of-way (ROW), or Florida Department of Transportation ROW.

Eleven submittals were received, evaluated, and scored by Selection Committee members: Alejandro Rad - Utilities, Mike Bates - Facilities, and Kevin Vickers - OCE. The committee's recommendation is to contract with all agencies. Two



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vendors had an identical score resulting in both being ranked third. The complete ranking is below:

| Vendor - Location | Rank |
|---|---|
| Miller Pipeline, LLC - Indianapolis, IN | 1 |
| T&C Underground, Inc. - Ocala, FL | 2 |
| Hartman Civil Construction Company, Inc. - Ocala, FL | 3 |
| G W P Construction, Inc. - Ocala, FL | 3 |
| Commercial Industrial Corp. - Ocala, FL | 5 |
| Art Walker Construction, Inc. - Ocala, FL | 6 |
| RCM Utilities, LLC - Eustis, FL | 7 |
| Sanpik, Inc. - Longwood, FL | 8 |
| AMICI Engineering Contractors LLC - Miami, FL | 9 |
| 2-K Property Services LLC - Ocala, FL | 10 |
| Razorback LLC, Tarpon Springs, FL | 11 |

Tony Cunningham, Director of Utilities, supports the selection committee's recommendation. Attached for review is a draft contract for Miller Pipeline, LLC. Upon approval at today's meeting, identical contracts will be sent to all 11 vendors. Once returned, they will be routed to the County Attorney, Clerk, and Chairman for signatures.

Budget/Impact: None; projects which exceed $50,000 will be brought back before the Board as a separate task order project with a detailed scope and fee schedule for review and approval.

Recommended Action: Motion to approve the recommendation and allow staff to issue contracts, and upon approval by Legal, authorize the Chairman and Clerk to execute the contract with Miller Pipeline LLC, T&C Underground, Inc., G W P Construction, Inc., Hartman Civil Construction Company, Inc., Commercial Industrial Corp., Art Walker Construction, Inc., RCM Utilities, LLC, Sanpik, Inc., AMICI Engineering Contractors LLC, 2-K Property Services LLC, Razorback LLC, under 26Q-005.

**7.6.6.** Request Approval of Task Order: 25Q-106-TO-07 Utilities Engineering Design Support Services, Lift Station Upgrades and Equalization Basin Decommissioning Silver Springs Shores - Ardurra Group, Inc Ocala, FL (Budget Impact - Neutral; expenditure of $136,460)

The Board accepted the following recommendation as presented by Procurement Services Director Olsen:

Description/Background: On September 16, 2025, the Board approved contracts with seven (7) firms to provide Utilities Engineering Design Support Services for Marion County. Under this agreement, Marion County Utilities (MCU) has assigned Ardurra Group, Inc (Ardurra) to provide engineering and surveying services to decommission the Silver Springs Shores Equalization (EQ) Basin and upgrade four (4) lift stations (SSS-001, SSS-007, SSS-008, SSS-010) so wastewater can be pumped directly to the treatment plant headworks.

Services include surveying, design, permitting, plans and specifications, bidding support, construction engineering, start-up, and project closeout. The lift station upgrades extend service life, improve efficiency, and eliminate the need for the EQ Basin.



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Budget/Impact: Neutral; expenditure of $136,460. Funding for this project is from ZF448536-563102 (Marion County Utility Fund), Project UTC0D0D85.
Recommended Action: Motion to approve and allow staff to issue, and upon approval from Legal, authorize the Chairman and Clerk to execute the contract for Ardurra Group, Inc., under 25Q-106.

**7.6.7.** Request Approval of Purchases $50,000 and Over
The Board accepted the following recommendation as presented by Procurement Services Director Olsen:

Description/Background: The item(s) below have been received by Procurement Services and are approved for conformance with the Procurement Code/Manual, pending approval at today's meeting.

1. Pending Requisition/Carahsoft Technology Corp. - Marion County Fire Rescue requests approval to purchase one (1) annual subscription renewal of First Due platform for the period of February 28, 2026, through February 27, 2027. Total expenditure of $140,808.79. Funds are available in line EF300522-552106. This purchase meets the competitive requirements under 23C-219.
2. Pending Requisition/ETR LLC, - Marion County Fire Rescue requests approval for the removal and remounting of module unit #SE-2 onto new 2025 International CV515 SFA 4x4 cab and chassis. Total expenditure of $195,606. Funds are available in line ZK160519-545701. This purchase is exempt from the competitive bidding process requirements under FSA25-VEF19.0.
3. Pending Requisition/Data Flow Systems, Inc. - Marion County Utilities requests approval to purchase the upgrade of 22 SCADA TCU units at lift stations from the TCU001 platform to the TCU800 platform for $4,492 each. Total expenditure of $98,824. Funds are available in line ZF442533-564101. This purchase meets the competitive requirements under 10ST-194.

Recommended Action: Motion to approve requested purchases.

**7.7.** Tourist Development:
**7.7.1.** Request Approval of Tourist Development Council Recommendation for Room Night Generating Event (Budget Impact - Neutral; expenditure of up to $1,300)
The Board accepted the following recommendation as presented by Tourist Development Director Loretta Shaffer:

Description/Background: The Tourist Development Council (TDC) seeks funding approval for organizations that have festivals, events, or programs which support the TDC's mission of growing the economy and accelerating prosperity in Marion County through effective destination sales and marketing. The Room Night Generating Event Funding Program is intended to position Marion County as a must-experience destination in Florida through bringing quality events and initiatives to Marion County. The following funding contract was recommended for approval by the TDC:
Florida Association of Equine Practitioners Ocala Equine Conference $1,300
Budget/Impact: Neutral; expenditure of up to $1,300. Funding from CP155552-548101.



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Recommended Action: Motion to approve the Tourist Development Council funding requests and authorize the Chairman and Clerk to execute the attached funding agreement.

**7.8. Transportation - County Engineer:**

**7.8.1**. Request Approval of a Resolution Authorizing the Interdepartmental Acquisition of Right of Way and Relocation or Adjustment of Effluent Spray Field Facilities in Conjunction with Marion County Road Construction Project for Emerald Road Extension from SE 92nd Loop to Florida Northern Railroad, Parcel 37508-000-00 (Budget Impact - Neutral)

The Board accepted the following recommendation to adopt Resolution 26-R-18 as presented by County Engineer Cohoon, OCE:

Description/Background: Marion County Office of the County Engineer (OCE) is obtaining right of way, easements, and drainage retention areas (DRAs) for the Emerald Road Extension road construction project from SE 92nd Loop to the Florida Northern Railroad. 20.80 acres are needed from parcel 37508-000-00. This parcel, approximately 500 acres, is owned by Marion County Utilities Department (MCU) and was purchased through a Utilities System Revenue Bond authorized by Resolution 93-R-292 (Bond Resolution). The current resolution provides for the interdepartmental acquisition of the required land and a certification that the requirements of the Bond Resolution are satisfied.

Budget/Impact: Neutral; interdepartmental transfer of funds. This project is programmed in the current County Transportation Improvement Plan and is identified in the adopted FY 2026 Line Item Budget. TIP073865 and STC073865 - Funds 1291 and 3031 - Cost Centers 771 and 738.

Recommended Action: Motion to approve and authorize the Chairman and Clerk to execute the attached Resolution.

Resolution 26-R-18 is entitled:

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE INTERDEPARTMENTAL ACQUISITION OF RIGHT OF WAY AND RELOCATION OR ADJUSTMENT OF EFFLUENT SPRAY FIELD FACILITIES IN CONJUNCTION WITH MARION COUNTY ROAD CONSTRUCTION PROJECT FOR EMERALD ROAD EXTENSION FROM SE 92nd LOOP TO FLORIDA NORTHERN RAILROAD; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**7.8.2.** Request Approval of a Purchase Agreement and Addendum Associated with the S Magnolia Avenue at SW 80th Street Intersection Improvement Project for Parcel 36143-003-00 (Budget Impact - Neutral; expenditure of $1,400,000)

The Board accepted the following recommendation as presented by County Engineer Cohoon, OCE:

Description/Background: This is a request to approve a Purchase Agreement in the amount of $1,400,000 plus closing costs for parcel 36143-003-00 associated with the S Magnolia Avenue at SW 80th Street Intersection Improvement Project. This is an improved lot of approximately 2.94 acres. The 2,439 square foot single family residence consists of three (3) bedrooms, two (2) bathrooms, and a detached two (2) car garage.



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The negotiated agreement is inclusive of any and all cost associated with this transaction. There are cost savings recognized in this negotiation by avoiding additional costs that occur during condemnation proceedings.
Budget/Impact: Neutral; expenditure of $1,400,000 plus closing costs (Fund STC073817- CIP TRANSP- TFCTRL ROW- 738- VJ38541-561301)
Recommended Action: Motion to approve the Purchase Agreement and Addendum and authorize the Chairman and Clerk to execute the same.

**8. COUNTY ATTORNEY: NONE**

**9. COUNTY ADMINISTRATOR:**
**9.1.** Request Approval of Contract Direction: 20Q-161 Construction Manager Services - Dinkins Construction LLC (Ocala, FL), Cullison-Wright Construction Corp. (Ocala, FL), D.E. Scorpio Corporation (Gainesville, FL), Ausley Construction Company LLC (Ocala, FL), Charles Perry Partners, Inc. (Gainesville, FL) (Budget Impact - None)
Procurement Services Director Olsen presented the following recommendation:

Description/Background: On December 1, 2020, the Board approved the award of six (6) continuing contracts to qualified firms to provide licensed Construction Manager (CM) Services for miscellaneous County projects in accordance with the Consultant's Competitive Negotiation Act (CCNA), Section 287.055, Florida Statutes. These continuing contracts support a wide range of construction-related needs and are utilized on an as-needed, task order basis, allowing the County flexibility to manage projects of varying size, scope, and complexity. The initial term of these contracts is five (5) years, set to expire on April 30, 2026, and includes two (2) additional five-year renewal options, subject to Board approval and satisfactory performance. At the time of award, the CCNA threshold for continuing Construction Management contracts was $4 million and has since increased to $7.5 million per project, consistent with legislative changes to the CCNA continuing contract limits. One of the original six firms, Ethridge Construction of Marion County, Inc. (Ethridge), is not anticipated to continue providing services under the renewed contracts due to retirement of company leadership.
Since the contracts were awarded, all firms have been actively engaged in a diverse mix of County projects, from small-scale renovations to major facility construction. Upcoming projects are distributed among multiple firms to maintain continuity of services and balance workloads across providers. Project values vary significantly, reflecting the breadth of work being performed, and assignments are made based on project requirements, firm expertise, and capacity. This flexible structure enables the County to efficiently manage both current and future construction needs.
Throughout the initial contract term, the contracted firms have remained responsive and available to support Facilities Management projects as needed. With the contract expiration date approaching, staff is seeking Board direction on how to proceed to ensure the continued delivery of construction management services, consistent with the County's operational objectives and long-term strategic priorities.
The Board is requested to consider the following options:

1. Renew the Existing Contracts, excluding Ethridge:

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Approve the renewal of the five (5) Construction Manager Services contracts for an additional five-year term, exercising the first renewal option as provided in the contracts.

2. Renew and Open Original Solicitation:
Approve the renewal of five (5) contracts for an additional five-year term and direct staff to reopen the original solicitation to allow additional qualified Construction Manager firms to be added to the existing pool.

3. Re-Solicit Services:
Decline to renew the five (5) contracts and direct staff to advertise a new solicitation to establish a new pool of qualified Construction Manager firms, with the following sub-option:

- Option 3A - Advertise two separate Requests for Qualifications (RFQs), one to establish a pool for smaller projects and one to establish a pool for larger projects.

Budget/Impact: None.
Recommended Action: Move to provide direction to staff regarding the continuation of Construction Manager Services following the expiration of the current continuing contracts on April 30, 2026, selecting from the options presented in the agenda item.

Mr. Bouyounes stated this Item is a request to renew CM contracts already in place, noting in 2020 the Board entered into contract with 6 firms. He advised that presently there are only 5 firms due to a retirement. Mr. Bouyounes stated the contracts will expire in April, 2026, noting there are 5 year terms relating to the 2 renewal options. Staff recommend the Board renew with the 5 firms that are still working with them, in addition to that there is an option to allow additional qualified CM firms to be added to the existing pool. He stated the only way to do that is to open the RFQ and add forms to the list of contracts (Option 2). Mr. Bouyounes advised that if the Board wishes to add parties to that contract they can direct staff to open the RFQ and provide any limits or suggestions relating to this matter.

Chairman Zalak expressed support for opening the RFQ and adding local firms.

Commissioner Bryant commented on a discussion with an engineer relating to the lack of work available to firms that are in the County system. She questioned how much work the County has in the pipeline for the term of the contact and if there is enough to add another CM.

Mr. Bouyounes stated there is a list of projects coming up over the next 5 years that can be handled by the 5 CMs that are in place today, noting some additional work may occur.

Commissioner Bryant requested detailed data relating to the number of projects coming up for the term of the next contract. She advised that this contract is specific to dollar amount ($7,500,000.00). Commissioner Bryant expressed concern relating to the County projects come in much higher than projected.

Mr. Bouyounes stated some of those projects may rise and become their own RFQ based on the dollar value, noting he cannot provide that information today.

Commissioner Bryant advised that she is apprehensive about not having enough work for the CMs the County currently has under the existing contract and commented on hearing the same complaints she has heard from a party within the engineering services contract.

Commissioner McClain stated he has the same concern and questioned why 6 CMs were chosen in 2020.



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In response to Commissioner Bryant, Ms. Tart stated from 2021 through 2026 there was $63,000,000.00 worth of work that was distributed amongst the six contractors that are included in the current contract. There were approximately 58 projects.
Chairman Zalak advised that things happen and there ends up being more projects than what is included in the initial plans. He commented on a Solid Waste project that was not in the pipeline 5 years prior, noting it will not hurt to have an additional CM or 2 on this list. Chairman Zalak stated not all CMs get the same amount of work, and not all take what is offered.
In response to Commissioner McClain, Mr. Bouyounes advised that this was a renewal option in the previous contract and there are 2 renewal options.
Commissioner McClain opined that this is a renewal option relating to the initial contract, which included 6 CMs. He stated it makes sense to renew the current 5 CMs and bring in 1 more.
A motion was made by Commissioner Curry, seconded by Commissioner Stone, to approve Option 2. The motion was approved by the Board 3-2 with Commissioners McClain and Bryant dissenting.
In response to Commissioner McClain, Commissioner Stone advised that the motion was to open the RFQ for multiple applicants.
Mr. Bouyounes stated staff will go through the process and bring back recommendations.
Chairman Zalak advised that if the Board decides to only add 1 CM, they can choose the top candidate.
General discussion ensued relating to the number of CMs that should be considered regarding the renewal.
Commissioner Bryant questioned if the County could be considered in breach of contract if the renewal is opened up to include more participants than the original 6. County Attorney Matthew G. Minter stated he does not think so based on how this is structured; however, he has not looked at that contract.
Chairman Zalak advised that the Board could choose not to renew the entire contract and force all parties to go through the entire process again.
Commissioner Bryant requested Mr. Minter review the contract and bring it back to the Board if there are any issues.
Procurement Services Director Olsen stated this has been done before, noting this contract was in place and staff opened it up at one point adding a couple of the firms that are on there now. She advised that there may be many parties that apply. Ms. Olsen clarified that in the life of this contract Consultants' Competitive Negotiation Act (CCNA) changed drastically, noting it went from $4,000,000.00 to $7,000,000.00. She stated it will happen again and that number will change every year, which makes it very possible there will be more projects that fall under that category during the life of this contract.
Chairman Zalak commented on the possibility that at some point there may need to be a split between individuals that will do projects that are under $1,000,000.00 or $2,000,000.00.

**9.2. Provide Update on Various Roadway Projects**

County Engineer Cohoon, OCE, presented the following recommendation:

Description/Background: Steven Cohoon, P.E., County Engineer, will provide an update regarding the status of various roadway projects around the County.
Budget/Impact: None.
Recommended Action: For information only.

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County Engineer Cohoon, OCE, advised that he is present to provide the January, 2026 updates, as well as the Department's top ten list and various construction activity updates. He stated adjacent Counties often cease activities in and around the Christmas holiday/ 1st of the year; however, the Department is out paving roads today. Mr. Cohoon referred to a slide as seen on the overhead screens noting the 1st project listed, East Highway 316 from NE 152nd Court to NE 180th Avenue Road is expected to be completed in April, 2026. The projects for NW/NE 42nd Street from West Anthony Road to NE Jacksonville Road and NE 7th Avenue from NE 42nd Street to NE 49th Street are estimated to be completed in March, 2026.

He commented on the SW 80th Avenue, Segment 1 project, which is adding 2 lanes from SW 90th Street to 0.62of a mile north of SW 38th Street. Mr. Cohoon advised that staff are finalizing the last few agreements with some of the Community Development Districts (CDDs) as well as On Top of the World (OTOW) and he expects to bring that before the Board for consideration during the February 17, 2026 BCC meeting. There is an Interlocal Agreement (ILA) that has been drafted and is going before the Marion County School Board (MCSB) for consideration and is expected back before the BCC in February. He stated the deadline for the Notice to Proceed has been pushed out slightly from the end of January to February to allow more time for property acquisitions and finalizing some of the remaining agreements. He advised that there is some ongoing utility work relating to the project.

Mr. Cohoon addressed the NW/NE 35th Street Phase 1B project that will add 2 lanes from 600 feet east of West Anthony Road to NE Jacksonville Road. He advised that a big update relates to obtaining the St. Johns River Water Management District (SJRWMD) permit, noting changes involving more stringent requirements for nutrient reduction are on the way. Mr. Cohoon stated the Department got in with the approved plans and updates should be minimal. He advised that the design is estimated to be completed in June, 2026; however, he believes it can be done earlier. Mr. Cohoon stated the critical path is getting all the property acquisition appraisals updated so staff can make the last few offers they have for this corridor.

Mr. Cohoon provided a brief overview relating to the SW 49th/40th Avenue at SW 66th Street detour project. He advised that the project is currently split into 2 phases with conflicts existing at both SW 66th Street and SW 49th/40th Avenue. He stated nearly the entire corridor is completed with the exception of this tie-in. Mr. Cohoon advised that while the conflicts continue to be worked out, staff needed a way to detour traffic. The Phase 1 detour will temporarily close the segment of SW 66th Street west of Interstate 75 (I-75); however, traffic will still be able to travel south on SW 38th Avenue and continue down SW 80th Street to get back to S.R. 200. Individuals can also travel north and continue down SW 66th Street. He stated the public announcement is expected to go out next week with the first week of February anticipated for this detour plan, which will be in place until the end of March, 2026. Mr. Cohoon advised that the timeline can be advanced a little; however, there are utility conflicts that must be resolved prior to moving north/south traffic. He commented on Phase 2, noting at the end of March, the Department will be able to open up the north/south lanes (2 of the 4 lanes) allowing the contractor to build everything that remains to the east and west providing the utility conflicts have been resolved. Mr. Cohoon stated this will take traffic off of the east/west legs, allowing traffic to move north and south. This will provide staff with the ability to give Florida Department of Transportation (FDOT) the green light to close down the SW 66th Street bridge over I-75. He advised that the bridge project would take roughly 1 year. Mr. Cohoon stated local



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traffic will still be allowed to utilize SW 38th Avenue, similarly staff expect SW 66th Street to be used for some communities to the north. He advised that there would come a point when 2 lanes are opened up to 4 lanes for north/south movement.
Mr. Cohoon stated the turn lane to the north on SW 42nd Street requires a few last permitting items with the City of Ocala and should be completed prior to the opening of the 2 lane section relating to the previous project. He stated he expects to bring back a change order for the Highway 27 and SW 42nd/43rd intersection, which will be dual lefts in the eastbound direction with an extension of the westbound left turn lane at that intersection.
Chairman Zalak questioned what type of signage will be utilized on S.R. 200 to let individuals know the bridge is closed. Mr. Cohoon advised that Phase 1 will allow SW 66th street to continue and go south, noting there will be advanced notification on S.R. 200. He stated it will be critical to beef up that notification on S.R. 200 relating to Phase 2. Mr. Cohoon advised that County engineers will be coordinating with FDOT and the City of Ocala, noting the east side of I-75 will have heavy detour signs in addition to road closure signs.
Chairman Zalak opined that it would be nice to have electronic signs set up ahead of time to notify individuals of the upcoming closures.
Commissioner Stone commented on the large residential developments in the area and stated perhaps a letter should be sent to those HOAs and let them help get the word out via their newsletters or other means.
Chairman Zalak advised that staff could coordinate with Public Relations (PR) Director Bobbi Perez regarding those notices. He opined that bigger signage should be placed in the area.

**10. COMMITTEE ITEMS:**

**10.1.** Board of Adjustment - Request to Reappoint Incumbent Members to New Terms Ending January 2029

Executive Assistant Gennifer Medina, Commission Office, presented the following recommendation:

> Description/Background: The Board of Adjustment has the following three (3) vacancies due to expiring incumbent terms and the recent loss of one of its members:
>
> (1) Full member for a new term ending January 2029;
> (1) Full member for an unexpired term ending May 2027;
> (1) Alternate member for a new term ending January 2029.
>
> Incumbents, Nathanael Ramos (Full) and Zilca Diaz (Alternate) would like to be considered for reappointment, with Ms. Diaz moving from Alternate to Full member capacity. No other applications were received during the advertisement period.
>
> Budget/Impact: None.
>
> Recommended Action: Motion to appoint incumbent Nathanael Ramos for a new term ending January 2029, and to appoint Zilca Diaz as full member to serve the remainder of the unexpired term ending May 2027.

Deputy Clerk Windberg advised that Mr. Nathan Ramos received the appropriate votes to serve as a Full member for a new term ending January 2029 and Ms. Zilka Diaz received the appropriate votes moving from Alternate to Full member capacity for an unexpired term ending May 2027.

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A motion was made by Commissioner Stone, seconded by Commissioner McClain, to appoint incumbent Nathanael Ramos for a new term ending January 2029 and to appoint Zilca Diaz as full member to serve the remainder of the unexpired term ending May 2027. The motion was unanimously approved by the Board (5-0).

**10.2.** Land Development Regulation Commission - Request to Appoint Incumbent Alternate Member to Full Member, for an Unexpired Term Ending August 2026

Executive Assistant Medina, Commission Office, presented the following recommendation:

> Description/Background: The Land Development Regulation Commission has a full member vacancy resulting from the recent loss of one of the members. Alternate incumbent William "Nate" Chambers would like to be considered to fill this vacancy.
>
> No other applications were received during the advertisement period.
>
> Budget/Impact: None.
>
> Recommended Action: Motion to appoint William "Nate" Chambers as Full Member of the Land Development Regulation Commission, to serve the remainder of an unexpired term ending August 2026.

Deputy Clerk Windberg advised that William "Nate" Chambers received the appropriate votes.

A motion was made by Commissioner McClain, seconded by Commissioner Stone, to appoint William "Nate" Chambers as a Full Member of the Land Development Regulation Commission, to serve the remainder of an unexpired term ending August 2026. The motion was unanimously approved by the Board (5-0).

**10.3.** Rainbow Lakes Estates MSD Advisory Committee - Request to Appoint One (1) New Member for a Full Term Ending January 2030

Executive Assistant Medina, Commission Office, presented the following recommendation:

> Description/Background: The Rainbow Lakes Estates Advisory Committee has a vacancy after an incumbent chose not to seek reappointment at the end of his term. Five (5) applications were received for consideration during the advertisement period:
>
> - Sandra Haine
> - William Oberbeck
> - Craig Smith
> - Pamela Spicuzza
> - Adam Warch
>
> Budget/Impact: None.
>
> Recommended Action: Motion to appoint one (1) applicant to a full term ending January 2030.

Deputy Clerk Windberg advised that Mr. William Oberbeck received the appropriate votes.

A motion was made by Commissioner McClain, seconded by Commissioner Curry, to appoint William Oberbeck to a full term ending January 2030. The motion was unanimously approved by the Board (5-0).

**11. NOTATION FOR ACTION:**

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**11.1.** Request Adoption of Resolution to Declare a Public Hearing Date for Consideration of a Road Closure Petition Associated with Tract A of the Carriage Trail Plat, on Tuesday, March 3, 2026, at 10:00 a.m. in the McPherson Governmental Campus Auditorium

County Engineer Cohoon, OCE, presented the following recommendation:

> Description/Background: This is a request for approval and execution of a Resolution declaring that a Public Hearing be held to consider a petition made by Willie B. Hayter and Karla S. Hayter to close and abandon Tract A of the Carriage Trail Plat (Plat Book 001 Page 138) to renounce and disclaim any right of the County and the general public.
>
> The request for Road Closure was heard and approved by the Development Review Committee on December 15, 2025.
>
> Budget/Impact: None.
>
> Recommended Action: Motion to adopt and authorize the Chairman and Clerk to execute a Resolution declaring a Public Hearing date on Tuesday, March 3, 2026, at 10:00 a.m. in the McPherson Governmental Campus Auditorium.

A motion was made by Commissioner Bryant, seconded by Commissioner Stone, to adopt Resolution 26-R-19 approving a workshop to declare a Public Hearing date on Tuesday, March 3, 2026, at 10:00 a.m. in the McPherson Governmental Campus Auditorium. The motion was unanimously approved by the Board (5-0).

Resolution 26-R-19 is entitled:

> RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, TO DECLARE A PUBLIC HEARING DATE & TIME FOR CONSIDERATION OF CLOSING AND ABANDONMENT OF ROAD(S)

**12. GENERAL PUBLIC COMMENTS:**

Chairman Zalak opened the floor to public comment.

Leonardo Janecek-Rivera, SW 74th Court, stated he started a business and purchased land at a tax auction. He commented on his effort to negotiate with neighbors for an easement to place a billboard and the headquarters for his company. Mr. Janecek-Rivera stated he learned that his neighbor's parcel is being acquired by FDOT for a retention pond, noting he hopes to get an easement from FDOT.

Chairman Zalak advised that Mr. Janecek-Rivera will have to contact FDOT or have his attorney reach out, noting it is not something the County controls.

ACA Tracy Straub stated OCE has been working with Mr. Janecek-Rivera and put him in touch with FDOT, noting if they can provide that service, they would.

In response to Chairman Zalak, Mr. Janecek-Rivera advised that FDOT has not yet acquired the property. He stated he owns a flag lot.

Chairman Zalak questioned if the parcel is landlocked. Mr. Janecek-Rivera advised that it is and he needs 40 feet to access his property.

Commissioner Bryant questioned whether Mr. Janecek-Rivera is planning to construct a building and running a commercial operation on that site. Mr. Janecek-Rivera stated he was hoping to have a billboard and if possible, a small headquarters for his business.

Commissioner Bryant advised that the property is zoned General Agriculture (A-1). She commented on the lack of legal access. Commissioner Bryant stated there is a lot that will have to be done before Mr. Janecek-Rivera can build any kind of commercial structure on that property.

Chairman Zalak advised that the court system is the legal remedy to a landlocked parcel.

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Joseph Walker, SE 54th Place, Ocklawaha, commented on individuals operating businesses on the right-of-way (ROW).
In response to Chairman Zalak, Mr. Bouyounes stated staff will have to evaluate the matter, noting he is not aware of all the circumstances.
Chairman Zalak advised that Solid Waste and Code Enforcement will both look into the issue.
Chairman Zalak advised that public comment is now closed.

**13. COMMISSIONER ITEMS:**
**13.1. Commission Comments**
Commissioner Stone commented on the Run for the Springs 5K on February 28, 2026, at 8:00 a.m. at Silver Springs State Park. She clarified that participants could walk and are not required to run.

Commissioner Bryant advised that she received an electronic mail (email) relating to a zoning case that the Board denied. She stated those individuals have continued to operate the business as usual, noting the email was from a neighbor and included photographs of the ongoing activity on the property. Commissioner Bryant requested an update on the matter from Code Enforcement/Growth Services. She questioned what the County can do to move forward with some kind of action.
Growth Services Director Chuck Varadin stated he and Code Enforcement Supervisor Robin Hough spoke about this earlier and Code Enforcement will be going out today. He advised that the applicant was denied and cannot store the material at the location. Mr. Varadin stated staff will contact the individual that sent the email to see if they want to be listed on the complaint. If they do not, he will put his name on the complaint.
Commissioner Bryant advised that staff could also list her on the complaint.
Chairman Zalak questioned how to make them cease and desist. Mr. Minter stated it may be similar to the railroad tie issue.
Commissioner Bryant directed staff to put her name on the complaint.

Commissioner Curry questioned the status of the railroad tie issue. Chairman Zalak advised that it is being cleaned up.
Mr. Minter stated progress is being made and a certain amount of the material has been removed.
Commissioner Bryant advised that there was some confusion due to the Department of Environmental Protection (DEP) permit being approved. She stated to her knowledge it is being cleaned up.
Mr. Minter advised that as part of the DEP permit CSX Rail did not give permission for the other entity to utilize the property for that purpose. He stated staff are following up on the matter.

Commissioner McClain stated he is yielding his time to Mr. Bouyounes.
Mr. Bouyounes presented a 1 page handout entitled, “2025-2026 Marion County Commission Liaison Chart”, noting it replaces the document under Agenda Item 14.1.3. He advised that by law the designated Commissioner is the Chairman relating to some Boards and on other Boards they are not just a liaison but a voting member. This has been reflected on the chart with 1 asterisk designating the liaison as a voting member

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and 2 asterisks indicating they are the Chairman. Mr. Bouyounes stated some of the assignments have been readjusted with permission from Chairman Zalak.

**NEW BUSINESS:** Mr. Bouyounes advised that Senator Stan McClain is requesting funding to do some restoration and dredging at Lake Weir. He stated the application was supposed to be signed by Friends of the Marion County Parks & Recreation; however, they decided they are not able to sign. Mr. Bouyounes advised that staff were in communication with Senator McClain last week and up against a deadline, so staff signed the application. He stated Senator McClain assured them this will not count against the County's appropriations and he will assist the County to secure some of their appropriations. Mr. Bouyounes advised that staff were supposed to call Save Lake Weir and let them know what is being done, noting it is a good project for the lake. If Senator McClain gets the funding, the County will manage the project and move it forward.
Commissioner McClain commented on the timing, noting this will hopefully occur at the same time as the other work being performed on the causeway.
Chairman Zalak requested this matter be placed on the next Agenda under Notation for Action.
Mr. Bouyounes stated once he has all of the forms it will be done.
In response to Chairman Zalak, Mr. Bouyounes stated the Board will act as a 3rd party to be able to administer the agreement.

Chairman Zalak advised that he had nothing further to add.

**13.2. Commission Calendar**
**13.2.1.** Present Commission Calendar
The Chairman acknowledged receipt of the Commission calendar covering the period of January 20, 2026 through February 18, 2026.

**14. NOTATION FOR RECORD:**
**14.1. County Administrator Informational Items:**
**14.1.1.** Present Update on 2022-26 Strategic Plan Empowering Marion for Success II for January 2026
**14.1.2.** Notification of Advisory Board Vacancies due to Members Passing
**14.1.3.** Present the 2025-26 Commission Liaison and Projects Chart
**14.1.4.** Present East Central Florida Regional Planning Council Roll Up Report for January 2026
(Ed. Note: This matter was discussed during Commissioner Comments.)
**14.1.5.** Present East Central Florida Regional Planning Council Marion County Housing Study
**14.1.6.** Present the Updated 2026 Schedule of Regular Meetings of the Board of County Commissioners
**14.1.7.** Present Letter Dated December 1, 2025 Regarding Maintenance of SR 200 of Landscape Median and Pedestrian Path
**14.1.8.** Vehicle and Equipment Purchases Fiscal Year 2025-26

**14.2. Present Walk-On Items From Previous BCC Meeting: NONE**

**14.3. Clerk of the Court:**



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**14.3.1.** Present Revised Fiscal Year 2026-27 Annual Budget and Capital Improvement Program Calendar
**14.3.2.** Present Monthly Report for the Building Department Budget and Actual
**14.3.3.** Present Memorandum from Gregory C. Harrell, Clerk of the Circuit Court and Comptroller, regarding the Filing of Ordinance 25-57 with the Secretary of State's Office
**14.3.4.** Present Letter Dated December 18, 2025 from the City Of Belleview, Development Services Department, Regarding Annexation Ordinance 2025-10 for Parcel No. 45367-000-00
**14.3.5.** Present Regular Report of Utilization for Reserve for Contingencies

**14.4. Present for information and record, minutes and notices received from the following committees and agencies:**
**14.4.1.** Board of Adjustment - December 1, 2025
**14.4.2.** Development Review Committee (DRC) - December 15, 22, and 29, 2025
**14.4.3.** Planning and Zoning Commission - November 24, 2025
**14.4.4.** Parks & Recreation Advisory Council - September 24, 2025
**14.4.5.** Public Safety Coordinating Council (PSCC) - April 28, 2025

**14.5. General Informational Items:**
**14.5.1.** Marion County Health Department – For the Latest health news and information, Visit the Website at http://marion.floridahealth.gov/
**14.5.2.** Southwest Florida Water Management District (SWFWMD) - For Minutes and Agendas, Visit the Website at http://www.WaterMatters.org
**14.5.3.** St. Johns River Water Management District (SJRWMD) - For Minutes and Agendas, Visit the Website at https://www.sjrwmd.com
**14.5.4.** Transportation Planning Organization (TPO) - For Minutes and Agendas, Visit the Website at https://ocalamariontpo.org
**14.5.5.** Withlacoochee Regional Water Supply Authority (WRWSA) - For Minutes and Agendas, Visit the Website at http://www.wrwsa.org

There was a recess at 10:36 a.m.
The meeting reconvened at 2:00 p.m. with all members present, except Commissioner Curry, who arrived shortly after the meeting commenced.

Also present were: Growth Services Director Chuck Varadin, Deputy Director Ken Weyrauch, Senior Transportation Planner Ken Odom, Planners Jared Rivera and Sarah Wells, Administrative Manager Autumn Williams and Staff Assistant Kim Lamb, County Attorney Matthew G. Minter, County Administrator Mounir Bouyounes and ACA Tracy Straub.

**15. PLANNING & ZONING AND DRC WAIVER REQUESTS - REQUEST PROOF OF PUBLICATION (AT 2:00PM):**
Deputy Clerk Mills-McAllister presented proof of publication of Legal ad No. 11955961 entitled, "Notice of Intention to Consider Adoption of an Ordinance" published in the Star Banner newspaper on January 5, 2026. The Notice states the Board will consider adopting an Ordinance approving Comprehensive Plan Amendment, zoning changes and Special Use Permits (SUPs).



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County Attorney Matthew G. Minter provided a brief overview of the process for today's zoning and SUP hearings.
Mr. Minter requested that everyone who will be testifying today to please stand and be sworn in en masse.

**15.1. DRC Waiver Requests:**
**15.1.1.** Request for Waiver from Land Development Code Section 6.8.6 - Buffers for a Major Site Plan for Skyworks, Parcel Number 13326-001-00, Application Number 33518
Fire Marshall Ken McCann, Marion County Fire Rescue (MCFR) presented the following recommendation on behalf of the Development Review Committee (DRC):

> Description/Background: The applicant, Beau Clymer with Clymer Farner Barley, Inc, requested a waiver from the Land Development Code (LDC) Section 6.8.6.K(2) for a required B-Type buffer. The LDC Section 6.8.6.K (2) states that a B-Type buffer shall consist of a 20-foot-wide landscape strip with a buffer wall. The buffer shall contain at least two shade trees and three accent/ornamental trees for every 100 lineal feet or fractional part thereof. Shrubs and groundcovers, excluding turfgrass, shall comprise at least 50 percent of the required buffer.
> The applicant is requesting to provide 6-feet tall PVC fencing in lieu of the required 6-feet tall buffer wall. The applicant states that a dense tree line exists between the subject property and the adjacent northern parcels.
> The subject property is located west of North Hwy 441 and north of NW 63rd Street on approximately 6.69 acres.
> On December 15, 2025, the Development Review Committee denied the Waiver Request.
> Budget/Impact: None.
> Recommended Action: Motion to uphold the Development Review Committee's action for the waiver.

Growth Services Director Chuck Varadin provided an overview of the request for a waiver relating to buffers.
Beau Clymer, Clymer Farner Barley, Inc., SE 17th Street, on behalf of the applicant, presented a photograph showing the existing buffer immediately north of the Skyworks site facing southwest. He advised that the request is for a polyvinyl chloride (PVC) fence in lieu of the required concrete wall, noting the cost difference between the two is more than $50,000.00 over the 561 feet along the northern property boundary. Mr. Clymer stated the roadway to the north in the Wandering Oaks Recreational Vehicle (RV) Park is approximately 450 feet away and has been in the condition described since 1999. The northeast parcel has been vacant since 2009. He commented on the trees being off of the applicant's site, noting if they were removed in the future for development, that owner would be looking at a 6 foot PVC fence rather than a 6 foot wall. Mr. Clymer advised that it appears that due north of the applicant's parcel on the RV park site is an existing spray field for an onsite package plant.
Commissioner Stone questioned the location of the spray field in relation to the applicant's parcel.
In response to Chairman Zalak, Mr. Clymer stated the applicant is proposing a use similar to the Ag-Pro Real Estate Investments IV, LLC, operation to the south (construction equipment sales, leasing, repair, retail and wholesale).
Chairman Zalak advised that the applicant has not offered to double the landscape or add a berm and is requesting to only put up a fence.

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Mr. Clymer stated the applicant is adding a security fence and will also include the PVC fence in lieu of, noting they are working with landscape architect Suzanne Stancil of Michael Pape and Associates, PA. He advised that the fence would provide the same visual buffer. He commented on the trees to the north, which fall outside the applicant's property.
Chairman Zalak stated the applicant cannot count somebody else's buffer, noting he has no control over it because he does not own the property.
Mr. Clymer provided a brief overview relating to the visual impact of the proposed buffer. He advised that from a sound perspective, the applicant believes the RV Park will experience the same sound off adjacent US Highway 301/441, which will not be decreased by a wall. Mr. Clymer referred to a rendering as seen on the overhead screens, noting the spray field is due north of the labels and represented by the light green spots. He stated if that went away there would be a period of time during which the property owner could not build over those spray fields.
In response to Commissioner Stone, Mr. Clymer advised that the property with the spray fields and treed buffer belongs to the RV Park; however, he did not question them about their intention relating to the existing buffer. He referred to a photograph on the overhead screens showing the tree buffer north of the subject parcel.
Commissioner Stone stated she would have been more inclined to view this request more favorably had the applicant spoken with the adjacent property owner and obtained their input.
In response to Chairman Zalak, Mr. Clymer advised that individuals cannot see through the wooded area, noting he feels the applicant is still meeting the intent of the rule. He stated the applicant's property is not visible looking through the existing buffer on the adjacent parcel.
Chairman Zalak advised that the point is for the applicant to buffer their use, noting this is a commercial, heavy business use outside without a buffer that meets Code.
Mr. Clymer stated the applicant is proposing to include trees as part of their landscape buffer.
Commissioner Bryant commented on the lifespan relating to vinyl fences, noting she is in favor of the precast concrete wall recommended by staff.
A motion was made by Commissioner Bryant, seconded by Commissioner Stone, to agree with the DRC recommendation and deny the waiver request. The motion was unanimously approved by the Board (4-0).

**15.1.2.** Request for Waiver from Land Development Code Section 6.12.12.A.-D. - Sidewalks for a Preliminary Plat for River Crest (fka River Run), Parcel Number 3296-000-001, Application Number 33308 (Budget Impact - None)
Fire Marshall McCann presented the following recommendation on behalf of the DRC:

Description/Background: The Applicant, Rogers Engineering, LLC, requests a waiver to Land Development Code (LDC) Section 6.12.12. A-D. which states:

A. Sidewalks shall be provided in the Urban Area, Rural Activity Centers, and Specialized Commerce Districts along arterial, collector, and major local streets where these streets adjoin the project and minimally along one side of the internal streets. Sidewalks shall be constructed with all-weather surfaces and shall meet Americans with Disabilities Act, Florida Building Code, and Florida Department of Transportation (FDOT) Design Standards.



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B. Sidewalks outside the right-of-way and independent of the street system are encouraged as an alternative to sidewalks parallel to a roadway, provided equivalent pedestrian needs are met.
C. The sidewalk system shall provide connectivity between existing and proposed developments.
D. At the discretion of the Development Review Committee, in lieu of construction along external streets, the developer may pay a sidewalk fee to the County in an amount necessary to complete construction. This amount shall be determined by the project engineer and approved by the County with payment required prior to final plan approval. The County may use these funds toward the construction of sidewalks throughout the County based on priorities established by the Board.

The Applicant has stated that the internal roads serving the subdivision are classified as "Subdivision Local" streets and has interpreted Section 6.12.12.A of the Land Development Code to mean that sidewalks are therefore not required. The subject property is located in the southwest portion of the County on approximately 8.29 acres, within the existing Rainbow Springs Golf and Country Club Estates community and is located within the County's Urban Area as identified by U.S. Census Bureau urban area mapping.

This waiver request was denied by the Development Review Committee (DRC) on December 15, 2025. In denying the request, the DRC interpreted Land Development Code Section 6.12.12 and found that because the subject property is located within the Census-defined Urban Area, Section 6.12.12.A requires sidewalks to be provided minimally along one side of the internal subdivision streets. The DRC further interpreted Section 6.12.12.B and found that the required sidewalk may be located outside of the right-of-way. Based on these interpretations of the Land Development Code, the DRC upheld staff's recommendation for construction of a five-foot-wide sidewalk through Tract A connecting to an existing network of informal pedestrian paths within the former Rainbow Springs Golf Course property.

Budget/Impact: None.

Recommended Action: Motion to uphold DRC's action for the waiver request.

Growth Services Director Varadin stated Items 15.1.2. and 15.1.3. are for the same development, noting one relates to sidewalks and the other pertains to the buffers.

County Engineer Steven Cohoon, Office of the County Engineer (OCE) advised that Item 15.1.2. is a request relating to sidewalks for River Crest formerly known as (fka) River Run, a defunct golf course. He stated there are some sidewalk improvements in this golf course and other areas that are not improved. Staff reviewed the development and recommended sidewalks be placed in the gaps, which the DRC also recommended. Mr. Cohoon provided a brief overview relating to LDC requirements for sidewalks, noting Section 6.12.12.B of the County Code encourages sidewalks be located outside of the right-of-way (ROW) rather than adjacent to the roadway when those opportunities are presented. He referred to the location map on the overhead screens and advised that the red lines represent the gaps that exist relating to the sidewalks. Mr. Cohoon referred to photographs on the overhead screens depicting the current conditions relating to the north and south sides of SW 90th Lane Road and the east side of SW 196th Avenue Road.

Mr. Varadin commented on Item 15.1.3. relating to buffers, noting the project is technically a new subdivision. He referred to a rendering of the proposed plan, noting the applicant



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views the golf course area as part of the common open area for the residents rather than as an existing public use, since the golf course has ceased operations. As a result, the applicant implies that buffers are not required for the new residential area. Mr. Varadin referred to Block A on the rendering, noting there will need to be a Type E buffer for those residences. He advised that staff have spoken to the applicant and questioned whether it is possible to move the lots over.

In response to Commissioner Stone, Mr. Varadin stated the Type C buffer will be located between the new residences and the golf course, noting it is the only buffer waiver being requested.

Chairman Zalak requested Mr. Cohoon provide information relating to the conversation that occurred at the DRC meeting.

Mr. Cohoon advised there was conversation relating to filling in the sidewalk gaps, as well as talk of a shared use path being a reasonable alternative. He clarified that Americans with Disabilities Act (ADA) is sometimes easier to accommodate with shared-use paths than sidewalk.

In response to Chairman Zalak, Mr. Cohoon stated the area that housed the golf course is open space today with semblance of pedestrian activity in those areas, noting there was previously a path of some sort.

Jimmy Gooding, SE 36th Avenue, attorney on behalf of the applicant, provided an overview relating to the history of the property, noting it bears directly on the buffers and sidewalks.

Chairman Zalak questioned how this development originated due to a lack of Planned Unit Developments (PUDs) at that time. Mr. Gooding advised that it was formerly a Development of Regional Impact (DRI), noting Senior Planner Chris Rison calculated the density and open space that was available. He stated the applicant is way below that threshold.

In response to Chairman Zalak, Mr. Gooding advised that the DRI did not have any criteria that overrode the LDC.

Commissioner Bryant opined that it would be beneficial for staff to provide an aerial view of that portion of the golf course.

Mr. Gooding referred to Section 6.8.6. of the LDC that states, “It is the intent of this section to eliminate or reduce the negative impacts…” and questioned how that will occur if the homes are buffered from the golf course. He stated that none of the intent relating to buffers is being met. Mr. Gooding advised that staff referred to this as a public use; however, he thinks it is a single family residential (SFR) use at best. He stated this is not a public use; it is a walking path and open space for the residents. Mr. Gooding advised that members of the public are not allowed to go there, they are not using it for any purpose. It is not commercial, people are not charged for walking on it; therefore, the basis for staff requiring the buffer does not apply.

Commissioner Bryant stated the golf course has become a common area for the residents to use.

In response to Chairman Zalak, Mr. Gooding stated the golf course is just an amenity.

Mr. Gooding referred to a photograph on the overhead screens that shows a path described as a sidewalk by staff with existing residential homes to the left and the applicant’s property to the right. He commented on another photograph of the houses across the fairway that was taken yesterday, noting there are no planned buffers. The next photo shows a home with some buffer; however, there is not a continuous row. Mr. Gooding advised that the lack of buffers is due to individuals wanting to look out at the



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golf course. He commented on the Code requirements for buffers relating to this property, which would obstruct homeowner's views. Mr. Gooding stated there is no legal basis to require a buffer.
Commissioner Curry arrived at 2:35 p.m.
In response to Chairman Zalak, Mr. Minter, agreed there is no basis for a buffer.
Mr. Gooding advised that there are no sidewalks in the area; however, there are golf cart paths. He stated sidewalks can be required along arterial, collector and major local streets, noting none of the roads next to the subject parcel meet that criteria. The only other place sidewalks can be required is minimally along 1 side of the internal streets. Mr. Gooding advised that the street on the road side of the property cannot be counted because it is not internal to this project, it is from the previous plat. He commented on the language relating to sidewalks being required along adjoining arterial, collector and major local streets, but not internal streets.
Chairman Zalak questioned if the road is still interior and providing access to the home even if it is not on the same plat, how can it not count. Mr. Gooding stated the roads that adjoin the project are not arterial, collector or major local streets. He advised that the language in regard to internal streets does not say adjoining internal streets like the other roadways.
In response to Chairman Zalak, Mr. Gooding stated there are no sidewalks, just some golf cart paths. He advised that this is a whole new plat without any interior streets, noting the applicant is going to join the Property Owners' Association (POA) and the new plat will become part of the DRI.
In response to Chairman Zalak, Mr. Minter agreed that there is no legal basis to require the sidewalks.
Commissioner Bryant questioned whether the applicant would bring the plat back to the Board.
Chairman Zalak stated ACA Tracy Straub will approve the final plat.
Commissioner Bryant commented on the proposed units across the street and questioned whether the residents will still have access to that path. Mr. Gooding advised that they would.
ACA Tracy Straub advised that staff are trying to connect where the project is disrupting some of the access points that were provided to the golf cart paths or the paths that have been created. She stated staff was trying to get those connections back.
Davis Dinkins, NE 1st Avenue, on behalf of the applicant, advised that there would be a connection, noting there will be 4 lots on the north side of the road. He stated there is more road frontage of the old golf course fairway than the frontage being consumed by the 4 lots. Mr. Dinkins referred to the aerial photograph on the overhead screens, noting a small section of the path that will be impacted by the project will be reconfigured to maintain continuity of the existing portions that were already present. He advised that the applicant does not want to interconnect the segments that were not there already.
In response to Commissioner Bryant, Mr. Dinkins stated an individual crossing the path from the south can cross SW 9th Lane and continue to have access to that amenity on the north side.
Chairman Zalak advised that Ms. Straub can verify that it can be seen in the plat that is delivered. He stated the striping will also be enhanced.
In response to Commissioner Bryant, Mr. Dinkins stated the area being disrupted along SW 196th Avenue Road where the new lots are proposed will be fixed so it still exists. He advised that if there is an existing improved surface there, the applicant would be



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replacing it with some type of improved surface that is consistent with what is in place. The applicant does not intend to improve the areas with gaps in between.
Commissioner Bryant questioned whether the applicant would make sure to maintain that path, improved or not (even a foot path) for the residents so they still have access to that amenity. Mr. Dinkins stated they would.
Commissioner Bryant requested the improvements be like-for-like surfaces and the amenity stays intact for the residents of Rainbow Springs. She commented on the phenomenal job the applicant has done.
A motion was made by Commissioner Stone, seconded by Commissioner McClain, to disagree with the DRC recommendation and approve the waiver request with the Conditions that continuity of existing paths will be preserved through the plat process with like-for-like materials unless the applicant wants to make it better. The motion was unanimously approved by the Board (5-0).

**15.1.3.** Request for Waiver from Land Development Code Section 6.8.6 - Buffers for a Preliminary Plat for River Crest (fka River Run), Parcel Number 3296-000-001, Application Number 33308
Fire Marshall McCann, MCFR, presented the following recommendation on behalf of the DRC:

Description/Background: The applicant, Rogers Engineering LLC, requested a waiver from the Land Development Code (LDC) Section 6.8.6.K(3) for a required C-Type buffer. The applicant's preliminary plat application proposes developing 24 single-family residential (SFR) lots, using the remaining 24 vested residential dwelling units of the Village of Rainbow Springs. Since this is a new subdivision, LDC Section 6.8.6 requires a C-Type buffer for new residential uses developing next to existing public uses (i.e., the golf course).

A C-Type buffer shall consist of a 15-foot-wide landscape strip without a buffer wall. The buffer shall contain at least two shade trees and three accent/ornamental trees for every 100 lineal feet or fractional part thereof. Shrubs and groundcovers, excluding turfgrass, shall comprise at least 50 percent of the required buffer and form a layered landscape screen with a minimum height of three feet achieved within one year.

The applicant views the golf course area as part of the common open area for the residents rather than as an existing public use since the golf course has ceased operations. As a result, the applicant implies that buffers are not required for the new residential area.

The subject property is approximately 8.29 acres. It is in the southwest portion of the County, approximately a mile south of the intersection of W Hwy 40 and S US Hwy 41 and north of SW 99th Place, near Dunnellon.

This waiver request was denied by the Development Review Committee on December 15, 2025.

Budget/Impact: None.

Recommended Action: Motion to uphold the Development Review Committee's action for the waiver.

This matter was addressed with Agenda Item 15.1.2.
A motion was made by Commissioner Stone, seconded by Commissioner McClain, to disagree with the DRC recommendation and approve the waiver request. The motion was unanimously approved by the Board (5-0).



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**15.2. Present Cover Documents from Planning and Zoning Commission Public Hearing**

**15.3. Planning and Zoning Items for Individual Consideration:**

**15.3.1.** 251004SU - Kevin and Barbara Marovich, Special Use Permit to Allow for a Mini-Farm Operation, in a Single-Family Dwelling (R-1) Zone, 11.78 Acres, Parcel Account Number 36142-000-00, Site Address 7600 S Magnolia Avenue, Ocala FL 34476

The Board considered a petition by Barbara & Kevin Marovich, for a Special Use Permit, Articles 2 and 4, of the Marion County Land Development Code, to allow for mini farm operations in an R-1 zone, on an approximate 11.78 Acre Parcel, on Parcel Account Number 36142-000-00, Site Address 7600 South Magnolia Avenue, Ocala, FL 34476

P&Z PUBLIC HEARING ON SEPTEMBER 29, 2025

251004SU Planning and Zoning Commission Recommendation

Motion was made by Mr. Gaekwad, seconded by Mr. Johnson, to agree with staff's findings and recommendation, and recommend approval of the Special Use Permit based on the following findings of fact:

1. Will not adversely affect the public interest
2. Is consistent with the Marion County Comprehensive Plan
3. Is compatible with the surrounding land uses

The Motion passed 3-1 with Mr. Bonner dissenting.

Senior Transportation Planner Kenneth Odom, Growth Services, presented a brief overview of the request for a SUP to allow for mini farm operations, in a Single-Family Dwelling (R-1) zone. He clarified that the applicant is requesting up to 3 horses or miniature (mini) cows, 6 sheep and goats and 40 chickens on the site. Mr. Odom advised that staff's recommendations have already paired those requests down.

Chairman Zalak passed the gavel to Commissioner McClain, who assumed the chair.

Commissioner Zalak out at 2:47 p.m.

Mr. Odom stated the recommendations were based on discussions with the University of Florida's Institute of Food and Agricultural Sciences (UF/IFAS) and Agriculture Investigator Justin McClure, Marion County Sheriff's Office (MCSO), noting Mr. McClure is present today to answer any Board questions. He advised that the recommendations ended up being either 3 horses or mini-cows, or the 6 sheep and goat, but not full numbers of both sets of ungulates and ruminants. Mr. Odom provided an overview relating to the subject parcel and commented on the conceptual plan provided to staff. He stated there is a driveway off of County Road (CR) 475 and another accessibility point on the rear of the property on SW 5th Avenue. The applicant is requesting to use the access on SW 5th Avenue; however, OCE did not approve due to the need to extend the road and the multiple existing driveways used for single family residences. OCE is only recommending access from CR 475, especially if animals are being brought in and out and crops being taken offsite for sale. Mr. Odom advised that when staff were onsite they noticed there are some items placed in close proximity to some of the property boundaries, specifically water tanks that will have to be moved back. He stated staff are recommending a Type B buffer across the flag driveway and property (Parcel ID 36166-000-00) north of the western portion of the subject parcel on the concept plan seen on the overhead screens. Mr. Odom advised that staff recommend a fence and not a wall at the location. He referred to a red line on the concept plan, which would be a secondary driveway that would be extended off of CR 475. OCE did not recommend approval of the secondary driveway.



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Mr. Odom referred to aerial photographs depicting the flood prone area identified by the County, noting manure from the animals or the animal paddocks would need to be placed within the back of the property not in the potential flood zone. He stated Condition 2 in the Agenda Packet has been changed and a Stormwater Compliance Plan will be sufficient to address the flood prone area onsite.
Commissioner Zalak returned at 2:54 p.m.
Chairman McClain returned the gavel to Commissioner Zalak, who resumed the Chair.
It was noted that Growth Services Department staff and the P&Z Commission recommend approval of the SUP with the following Conditions:

1. The site shall be developed and operated consistent with the concept plan.
2. A Major Site Plan, or a Stormwater Compliance waiver consistent with Section 2.10 of the Marion County Land Development Code (LDC), shall be required at the time of development. †††
3. The Special Use Permit shall run with the property owner, Kevin and Barbara Marovich.
4. No commercial sales shall occur within the subject property, nor shall any advertising be permitted within the subject property boundary.
5. Ingress/egress for all activity related to manure and/or sales shall be limited to S Magnolia Avenue. Access from S Magnolia Avenue shall be limited to a single apron.*
6. The Manure Storage Area shall, at the very least, be contained within a fully enclosed receptacle at least 100 feet from all residential properties. The receptacle shall face toward the interior of the subject property.**
7. A 20-foot landscaping buffer shall be installed along PID 36166-000-00. The buffer shall consist of hedges and a four-foot decorative fence. The hedges shall reach a minimum height of six (6) feet within two (2) years. The existing wooden fence on the subject property may be used in lieu of a new fence. ***
    a. To the greatest extent possible, existing trees within twenty (20) feet of the subject property boundary shall be preserved to provide a “natural buffer” between the subject property and adjacent properties. Only trees within ten (10) feet of the subject property boundary shall be preserved when adjacent to the proposed driveway bifurcation.
8. All fences shall be located along or within the subject property boundary.
9. All agricultural structures shall meet twenty-five (25) feet setbacks from residentially-zoned properties. † / ††
    a. Beehives and other structures Beehives and other structures for the purpose of beekeeping shall meet twenty-five (25) feet setbacks from all properties.
10. Up to forty (40) chickens shall be permitted within an 800 square-foot chicken coop. Chickens shall be contained within a fully enclosed chicken coop and/or fenced pen area at all times, subject to the following conditions:
    a. The coop and fenced pen area shall be setback twenty (20) feet from any adjacent residential unit.
    b. The coop and pen area shall be kept in a clean sanitary manner, free of insects and rodents, offensive odors, excessive noise, or any other condition that may constitute a nuisance.

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c. Stored feed shall be secured in metal containers to prevent mice and other pests.
d. No routine slaughtering of the hens shall be allowed on the subject site.

11. Up to three (3) horses or miniature cows, OR up to six (6) sheep or goats, shall be permitted on at least two (2) acres of pasture area, with feed to be supplemented by hay. ‡
12. The Special Use Permit shall expire on October 21, 2028; however, it may be renewed administratively three times for three years each by written instrument signed and issued by the Growth Services Director (or designee), unless:
    a. There have been unresolved violations of the County Land Development Code, the County Code of Ordinances, and/or the conditions of the Permit;
    b. Neighboring property owners within 300 feet of the subject property have complained to the County Code Enforcement, Zoning, or equivalent/similar Departments/Divisions about the uses of the subject property by this Permit; and/or
    c. The Growth Services Director determines that renewal should be considered directly by the Board of County Commissioners through the Special Use Permit review process (or equivalent review process at the time).

Kevin Marovich, South Magnolia Avenue, applicant, advised that during this process the setbacks have changed and he is giving up 17 feet of property around the whole perimeter, access to a public access road, agreed to purchase a sealed receptacle for manure and have it removed by driving down the entire property, side of his home and out his driveway to South Magnolia Avenue. He stated he has agreed to a 20 foot landscape buffer and is requesting a change in the number of animals to 3 horses, 6 mini cows and 4 goats. Mr. Marovich advised that his request is less than what is allowed by the County's Code. Due to the vague description of a large animal, he would prefer to have a weight limit such as 4,500 pounds (lbs.) of livestock in any combination, excluding pigs.

In response to Commissioner Bryant, Mr. Marovich clarified that the request is for 3 horses, 6 mini cows, 4 mini goats, noting they are all mini animals and that is what he means by mini farm. The cows are mini Highlands.

Commissioner Bryant commented on a conversation she had with an individual that knows Mr. Marovich and stated the amount of animals requested was not the applicant's intent; however, he was advised to increase the amount above what he wanted.

Mr. Marovich concurred, noting that was County staff's direction. He advised that he wants 2 breeding pairs of the mini cows and their offspring (6 total), 4 pygmy goats, and 40 chickens.

Barbara Marovich, South Magnolia Avenue, applicant, advised that they want the 40 chickens so they can sell eggs offsite. She stated the request for a horse is just in case her son wants horses at a later date.

Commissioner Bryant commented on removing the horses from the request, noting the applicants can come back and ask for a revision to the SUP.

In response to Commissioner Bryant, Ms. Marovich advised that the plan for the orchard is to have 18 fruit trees and the request will possibly include bees.



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Mr. Marovich stated he was directed to ask for everything he could ever want and that is what occurred.
Chairman Zalak requested Mr. McClure address the animal density that is viable on the Marovich's property.
Agriculture Investigator Justin McClure, MCSO, advised that the recommendation was based off of the amount of green space that is available, noting the number would be higher if the entire property could be considered. He stated the Marovich's take great care of the property, and he does not believe there will be an issue with their ability to adequately maintain the pastures. They have a plan to rotate the paddocks, and he is comfortable with their alternative recommendation for the 2 breeding pairs of mini cows and the goats. The issue arises when it comes to adding the horses. Mr. McClure commented on the steps that would be necessary to mitigate the impacts of adding 1 horse. He advised that the entire greenspace was 3.24 acres when he mapped it, but based on the applicant's plan it appears to be roughly 2 acres due to the orchard and the apiary.
In response to Commissioner Stone, Mr. McClure stated if the applicant adds 1 horse, the 2 breeding pairs and the goats, they will be fine as long as they properly maintain the property.
Mr. Marovich advised that he plans to supplement the feed with hay.
Chairman Zalak opened the floor to public comment.
Samantha Smith, South Magnolia Avenue, requested clarification regarding the number of animals allowed in Condition 11. She expressed concern relating to the elevation and run off of insecticides and pesticides, noting the water district does not currently classify the area as delineated and she would like to see that stay the same.
Toni Leitner, SW 74th Lane, commented on the lack of transparency, procedural failures, issue with notification relating to a previous meeting, the applicants' association with Jetstream Farms, Inc., commercial sales, flood prone areas, drainage and contamination.
Chairman Zalak commented on individuals setting up a company name or LLCs to protect assets, noting it happens all the time. He questioned what problem Ms. Leitner saw with the application that was done incorrectly by the applicant or County staff that would make it null and void.
Ms. Leitner stated proper noticing did not occur relating to the very first meeting; however, there is nothing with the application that was done incorrectly by staff or the applicant.
In response to Chairman Zalak, Ms. Leitner advised that she did receive the notice for this meeting.
Bill Schaeffer, SW 74th Lane, commented on staff's recommendation relating to egress on South Magnolia, noting the site plan showed a bifurcated roadway that was addressed today.
Commissioner Stone stated there is a red line on the site plan indicating there will be a new roadway. She requested clarification relating to where the roadway is today and where it will be located in the future.
Deputy Growth Services Director Ken Weyrauch advised that the red line depicts what would be the applicant's new driveway, noting the current driveway traverses the property of their neighbor to the south.
In response to Chairman Zalak, Mr. Schaeffer stated the site plan does not make clear how extensive the wetlands are. He advised that it appears individuals can go around the area designated as a pond (sinkhole); however, it floods and is marshy.
Commissioner Bryant commented on the amount of foliage that will have to be removed.



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Mr. Odom stated the portion of the site with the foliage buffer is not declared as wetlands, but it is identified as flood prone area within Marion County by the Stormwater Division. He advised that it is not a Federal Emergency Management Agency (FEMA) identified floodplain.

Kimberly Scott, SW 5th Avenue, stated she lives in front of the areas proposed to house the animals the Marovich's are requesting. She expressed support for the project and opposition to the buffer, noting she wants to enjoy the view of the animals.

Mr. Marovich advised that the land slopes from southwest to northeast, which moves away from the property to the south. He stated he has a business name due to the need to declare income from the products he will sell. Mr. Marovich advised that the new driveway is proposed and has not been done yet, noting it will take a tremendous amount of work. He stated he does not want to remove the foliage and originally requested an extra driveway that would cut out approximately 200 feet of that road, but was denied. Mr. Marovich advised that he could use the existing driveway; however, that would bring everything right next to his home and down a shared driveway.

Commissioner Bryant questioned where the legal access to Mr. Marovich's home is located. Mr. Marovich stated it is the driveway that he shares with the Rozanski's.

In response to Commissioner Bryant, Mr. Marovich advised that he is unsure if he has deeded access on the northwest corner of his property; however, according to Planning and Zoning Supervisor Cindy Garr they do have legal access.

Commissioner Bryant questioned why the applicant is required to build another driveway/access off of Highway 475.

Mr. Odom stated the neighborhood apparently maintains the road in question and neighbors have expressed concern relating to the applicant adding traffic from a heavy vehicle.

Ms. Scott advised that it used to be a dirt road until the neighbors got together and provided funds to construct the road, so it is privately maintained.

Chairman Zalak advised that public comment is now closed.

Ms. Straub commented on the maintenance of the road.

Commissioner McClain stated the Marovich's could join in the Municipal Services Taxing Unit (MSTU).

In response to Chairman Zalak, Commissioner Bryant advised that the Marovich's could pay their neighbors to use that road.

Ms. Marovich stated they have offered. She advised that she does not use pesticides or fertilizers to maintain the orchards.

In response to Chairman Zalak, Mr. Odom stated the applicant was trying to establish access that is solely on their own property.

Commissioner Stone questioned if the applicant wants to construct a new access or if it was a request by staff. Mr. Odom advised the new access was a request by staff.

In response to Commissioner Stone, Mr. Marovich stated he is unsure if his neighbor has an issue with him utilizing the shared driveway.

Chairman Zalak questioned if that neighbor has submitted any opposition to the request.

Ms. Marovich stated the neighbor is not opposed; however, $100,000.00 was recently invested into that driveway and she does not want to cause it to be damaged.

In response to Chairman Zalak, Mr. Marovich advised that he does not want to construct a new driveway.

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Commissioner Stone stated the Marovich's should utilize their current driveway and not be required to construct another. She opined that they should not be allowed to use a roadway that has already been paid for by other individuals.
In response to Chairman Zalak, Mr. Odom advised that the way Condition 5 is written it specifically limits the manure truck to ingress/egress on South Magnolia Avenue.
Commissioner Bryant questioned the size of the manure truck.
Mr. Marovich stated it is the same size as a regular garbage truck or smaller, noting it is sometimes done with pick up sized trucks depending on what vehicle the company sends out on any given day.
Ms. Straub advised that if the applicant were to keep the driveway on their own property, they would have to go to close to the north property line and remove trees.
In response to Chairman Zalak, Mr. Odom advised that there is nothing in Condition 5 making them utilize the proposed driveway, noting it was just conceptual.
Commissioner Bryant opined that the applicant should not be restricted from using the access near the northwest corner of their property if they are able to work it out with their neighbors.
In response to Chairman Zalak, Mr. Odom stated the landscape buffer can be adjusted relating to the Scott's property.
Commissioner Bryant questioned the buffering on the southern and western sides. Mr. Odom advised that there were no Conditions relating to buffers for those locations. He stated despite the zoning being R-1 to A-1, the uses are essentially agriculture to agriculture.
Chairman Zalak commented on Condition 11 relating to animals.
Ms. Marovich advised that there would not be horses on the property.
Chairman Zalak clarified that there would be 6 miniature cows, 4 pygmy goats and at least 2 acres of pasture land with feed and supplemental hay.
In response to Commissioner Curry, Chairman Zalak stated Condition 10 will allow for up to 40 chickens.
Commissioner Stone requested information regarding the proximity of the subject parcel to the Urban Growth Boundary (UGB).
Mr. Odom referred to a map on the overhead screens showing the subject parcel outside the UGB.
In response to Commissioner Bryant, Mr. Odom advised that there was no exclusion written preventing the Marovich's from working out an agreement with neighbors for access via the northwest corner of their property if it can be done.
Commissioner Bryant stated there will be no buffer along the Field or Scott properties.
Commissioner Curry questioned the length of the SUP. Mr. Odom stated the SUP is effective for 3 year segments, can be renewed administratively and runs with the current property owner not the land.
In response to Commissioner Bryant, Mr. Bouyounes advised that the Board has issued SUPs for both 3 and 5 year periods.
She requested the time frame be changed to 5 years.
A motion was made by Commissioner Bryant, seconded by Commissioner McClain, to adopt Resolution 26-R-20 granting the SUP request with Conditions 1 through 12 as amended below, agreeing with Growth Services staff and the P&Z Commission recommendation, based on findings that the proposed use is compatible with surrounding land uses, is consistent with the Comprehensive Plan and will not adversely affect the public interest. The motion was unanimously approved by the Board (5-0).



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Resolution 26-R-20 contains the following Conditions:

1. The site shall be developed and operated consistent with the submitted concept plan, Exhibit A, excluding the agricultural employee unit.
2. A Stormwater Compliance Plan, consistent with Section 2.10 of the Marion County Land Development Code (LDC), shall be required at the time of development.
3. The Special Use Permit shall run with the current property owner, Kevin and Barbara Marovich, and shall terminate upon transfer of ownership.
4. No commercial sales shall occur within the subject property, nor shall any advertising be permitted within the subject property boundary.
5. Ingress/egress for all activity related to manure shall be limited to S Magnolia Avenue, through a driveway as determined by the applicant. Access from S Magnolia Avenue shall remain limited to a single apron.
6. The Manure Storage Area shall, at the very least, be contained within a fully-enclosed receptacle at least 100 feet from all residential properties. The receptacle shall face toward the interior of the subject property.
7. A 20-foot landscaping buffer shall he installed along the residential yard of PID 36166-000-00, currently owned by Amy Burke Morris and Patrick Deck. A buffer shall not be required along the portion or the Morris/Deck property associated with driveway access, which is adjacent to PID 36166-006-00, currently owned by Kimberly Fielder. The buffer shall consist of hedges and a four-foot decorative fence. The hedges shall reach a minimum height of six (6) feet within two (2) years. The existing wooden fence on the subject property may be used in lieu of a new fence.
    a. To the greatest extent possible, existing trees within twenty (20 ) feet of the subject property boundary shall be preserved to provide a "natural buffer" between the subject property and adjacent properties. Upon the case that a bifurcated driveway is installed, only trees within ten (10) feet of the subject property boundary shall be preserved.
8. All fences shall be located along or within the subject property boundary.
9. All agricultural structures shall meet twenty-five (25) feet setbacks from residentially zoned properties.
    a. Beehives and other structures for the purpose of beekeeping shall meet twenty-five (25) feet setbacks from all properties.
10. Up to forty (40) chickens shall ne permitted within an 800 square-foot chicken coop. Chickens shall be contained within a fully enclosed chicken coop and/or fenced pen area at all times, subject to the following conditions:
    a. The coop and fenced pen area shall be setback twenty (20) feet from any adjacent residential unit.
    b. The coop and pen area shall be kept in a clean, sanitary manner, free of insects and rodents, offensive odors, excessive noise, or any other condition that may constitute a nuisance.
    c. Stored feed shall be secured in metal containers to prevent mice and other pests.
    d. Routine slaughtering of the hens (for commercial purposes) shall not be allowed on the subject site.

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11. Up to six (6) miniature cows and up to four (4) pygmy goats shall be permitted on at least two (2) acres of pasture area, with the feed to be supplemented by hay.
12. The Special Use Permit shall expire on January 20, 2031; however, it may be renewed administratively three times for five years each by written instrument signed and issued by the Growth Services Director (or designee), unless:
    a. There have been unresolved violations of the County Land Development Code, the County Code or Ordinances, and /or the conditions of the Permit;
    b. Neighboring property owners within 300 feet of the subject property have complained to the County Code Enforcement, Zoning, or equivalent/similar Departments/Divisions about the uses of the subject properly by this Permit; and/or
    c. The Growth Services Director determines that renewal should be considered directly by the Board of County Commissioners through the Special Use Permit review process (or equivalent review process at the time).

**15.3.2.** 260101SU - Alain Alberto Gonzalez & Darianny Serrano Mulet, Special Use Permit, to Allow for Commercial Parking of Two (2) Dump Trucks, in a General Agriculture (A-1) Zone, 4.58 Acre Parcel, on Parcel Account Number 3499-000-007, Site Address 10750 SW 105th Street, Ocala, FL 34481

The Board considered a petition by Alain Alberto Gonzalez & Darianny Serrano Mulet, for a Special Use Permit, Articles 2 and 4, of the Marion County Land Development Code, to allow for commercial parking of two (2) dump trucks, in a General Agriculture (A-1) zone, on an approximate 4.58 Acre Parcel, on Parcel Account Number 3499-000-007, Site Address 10750 SW 105th Street, Ocala, FL 34481

P&Z PUBLIC HEARING ON DECEMBER 29, 2025

260101SU Planning and Zoning Commission Recommendation

Motion was made by Mr. Behar, seconded by Mr. Bonner, to agree with staff's findings and recommendation, and recommend denial of the Special Use Permit based on the following findings of fact:

1. Will adversely affect the public interest
2. Is not consistent with the Marion County Comprehensive Plan
3. Is not compatible with the surrounding land uses

The Motion passed 4-1 with Mr. Lord dissenting.

Deputy Director Weyrauch, Growth Services, presented a brief overview of the request for a SUP to allow for Commercial parking of two (2) dump trucks, in an A-1 Zone. He advised that there are alternative Conditions that include a reduction to 1 dump truck instead of 2.

Commissioner Bryant out at 3:39 p.m.

In response to Chairman Zalak, Mr. Weyrauch stated the Conditions are the normal one's staff imposes for these types of requests with an 8 foot wooden fence in the front and on the side where there is residential. He advised that applicants are informed that screening of vehicles is important when they are applying. Mr. Weyrauch stated staff may not say the screening should be as tall as the vehicle, but they do recommend 6 to 8 feet. He advised that a permit is required for anything over 6 feet.



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Chairman Zalak expressed concern with only screening a portion of the vehicle.
Mr. Weyrauch stated staff can make that change moving forward.
In response to Chairman Zalak, Mr. Weyrauch advised that there is an open Code Enforcement case that was self-generated by a Code Officer who was there for another reason.
It was noted that Growth Services Department staff and the P&Z Commission recommend denial. If the Board grants the SUP, staff recommends the following approval Conditions:

1. The site shall be developed and operated consistent with the concept plan. Any required improvements shall be provided within ninety (90) days of approval.*
2. The Special Use Permit shall run with the property owner(s), Alain Alberto Gonzalez and Darianny Serrano Mulet.
3. This Special Use Permit shall be limited to one (1) dump truck (VIN 2FZHAZCK95AU11879 or 1FU7FY9372B19810).
4. Loaded vehicles shall not be permitted on the subject property. Commercial vehicles shall be unloaded prior to entering the subject property.
5. No mechanical repairs or maintenance of commercial vehicles shall occur within the subject property.
6. The commercial vehicle shall be parked within the designated parking area at all times.
    a. A paved parking area shall accommodate the entire commercial vehicle.
7. The designated parking area shall be screened from SW 105th Street and along PID 3499-000-006 to the east through an opaque privacy fence up to eight (8) feet in height.
8. The unpaved gateway currently used by dump trucks shall no longer be used for vehicular access. The existing paved driveway along SW 105th Street, which serves as the primary residential entrance, shall be constructed to commercial driveway standards and shall be used for the ingress and egress of commercial vehicle(s).**
9. The Special Use Permit shall expire on January 20, 2029.

*Condition was amended following the publication of the initial Staff report and prior to the Planning & Zoning (P&Z) Commission hearing.
**Condition was amended following the Planning & Zoning (P&Z) Commission hearing for clarification purposes.
Darianny Serrano, SW 105th Street, applicant, requested that the Board approve her application to park both dump trucks at the location.
Commissioner Bryant returned at 3:42 p.m.
Ms. Serrano stated she has lived at the address for 6 months and does not have any problems with her neighbors. She advised that on the same street there is heavy equipment and machinery. Ms. Serrano commented on the ongoing construction relating to the mine. She commented on the difficulty associated with meeting all of the Conditions within a short period of time.
Chairman Zalak opened the floor to public comment.
There being none, Chairman Zalak advised that public comment is now closed.
Commissioner Stone stated this area is going to develop, noting On Top of the World (OTOW) is going to develop pretty fast.

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Commissioner McClain commented on the aerial view of the area that shows an existing buffer between the subject parcel and OTOW. He noted there are currently mining operations in the areas as well.
In response to Commissioner Stone, Mr. Weyrauch advised that OTOW did receive notification of this request and staff has received no opposition to the application.
Chairman Zalak stated if the request is approved, the property needs to be screened.
Commissioner McClain questioned the length of the SUP. Mr. Weyrauch advised that it is for 3 years.
Commissioner McClain stated there could be a Condition requiring the trucks to be kept to the rear of the property, noting they are currently at the front.
Mr. Weyrauch concurred.
Chairman Zalak opined that the trucks need to be off the property lines. He requested staff make a recommendation relating to the screening.
Mr. Weyrauch advised that a 10 foot high screening would be adequate.
Commissioner McClain commented on trees located on the subject parcel and requested Mr. Weyrauch see if the applicant can park the trucks there along with the screening.
In response to Mr. Weyrauch, Chairman Zalak stated the applicant should be allowed 90 days to install the required screening.
Chairman Zalak questioned whether the applicant could get the screening up in 90 days if the request is approved. Ms. Serrano advised that it could be done.
In response to Ms. Serrano, Chairman Zalak stated a building permit will be required relating to the screening and staff can help her.
Commissioner Stone questioned the type of fencing required for screening the trucks. Chairman Zalak advised that it needs to be opaque.
A motion was made by Commissioner McClain, seconded by Commissioner Stone, to adopt Resolution 26-R-21 granting the Special Use Permit request with Conditions 1 through 9 as amended below, disagreeing with Growth Services staff and the P&Z Commission recommendation, based on findings that the proposed use is compatible with surrounding land uses, is consistent with the Comprehensive Plan and will not adversely affect the public interest. The motion was unanimously approved by the Board (5-0).
Resolution 26-R-21 contains the following Conditions:

1. The site shall be developed and operated consistent with the submitted concept plan, Exhibit A. Any required improvements shall be provided within ninety (90) days of approval.
2. The Special Use Permit shall run with the property owner(s), Alain Alberto Gonzalez and Darianny Serrano Mulet, and shall terminate upon sale of the property.
3. This Special Use Permit shall be limited to two (2) dump trucks (VIN 2FZHAZCK95AU11879 and 1FU7FY9372B19810).
4. Loaded vehicles shall not be permitted on the subject property. The dump trucks shall be unloaded prior to entering the subject property.
5. No mechanical repairs or maintenance of the dump trucks shall occur within the subject property.
6. The dump trucks shall be parked within the designated parking area at all times.
    a. A paved parking area shall accommodate the dump trucks.

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7. The designated parking area shall be screened through an opaque privacy fence up to ten (10) feet in height.
8. The unpaved gateway currently used by the dump trucks shall no longer be used for vehicular access. The existing paved driveway along SW 105th Street, which serves as the primary residential entrance, shall be constructed to commercial driveway standards and shall be used for the ingress and egress of the dump trucks.
9. The Special Use Permit shall expire on January 20, 2029; however, it may be renewed administratively three times for three years each by written instrument signed and issued by the Growth Services Director (or designee), unless:
    a. There have been unresolved violations of the County Land Development Code, the County Code of Ordinances, and/or the conditions of the Permit;
    b. Neighboring property owners within 300 feet of the subject property have complained to the County Code Enforcement, Zoning, or equivalent/similar Departments/Divisions about the uses of the subject property by this Permit; and/or
    c. The Growth Services Director determines that renewal should be considered directly by the Board of County Commissioners through the Special Use Permit review process (or equivalent review process at the time).

**15.3.3.** 250903ZC - 520 NE 82nd Terrace LLC, Zoning Change from General Agriculture (A-1), Regional Business (B-4), and Heavy Business (B-5) to Rural Activity Center (RAC), for All Permitted Uses, 7.65 Acre Tract, Parcel Account Numbers 44812-000-00 and 44812-001-00, Site Addresses 16262, 16264, and 16340 S Highway 475 Summerfield, FL 34491

The Board considered a petition by 520 NE 82nd Terrace LLC, for a Zoning Change, Articles 2 and 4, of the Marion County Land Development Code, from General Agriculture (A-1), Regional Business (B-4), and Heavy Business (B-5) to Rural Activity Center (RAC), for all permitted uses, on an approximate 7.65 Acre Tract, on Parcel Account Numbers 44812-000-00 and 44812-001-00, Site Addresses 16262, 16264, and 16340 S Highway 475 Summerfield, FL 34491

P&Z PUBLIC HEARING ON DECEMBER 29, 2025

250903ZC Planning and Zoning Commission Recommendation

Motion was made by Mr. Bonner, seconded by Mr. Johnson, to agree with staff's findings and recommendation, and recommend approval of the zoning change based on the following findings of fact:

1. Will not adversely affect the public interest
2. Is consistent with the Marion County Comprehensive Plan
3. Is compatible with the surrounding land uses

The Motion passed unanimously 5-0.

Growth Services Deputy Director Ken Weyrauch advised that the applicant has requested the rezoning request from A-1, B-4 and B-5 to RAC be continued, noting they are applying for a SUP and would like both applications to be heard at the same time. He clarified that the continuance would be April 21, 2026.

Chairman Zalak opened the floor to public comment.



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Michael Hames, SE 162nd Place, Summerfield, stated the easement to his property runs all the way down the side of this property. He expressed concern relating to the loss of rural character, noting his family has resided on the property since 1880. Mr. Hames advised that this is a private road that he maintains.
In response to Chairman Zalak, Mr. Weyrauch provided an overview of the zonings and land use as seen on the overhead screens. He stated the area zoned B-5 can retain that zoning but is limited to the RAC uses. The B-4 is vacant and along with the A-1 zoned area would need to be rezoned to RAC to be developed as RAC. Mr. Weyrauch stated during discussions the applicant advised that they would prefer to rezone the entire piece to RAC so there are no questions in the future relating to allowable uses.
Mr. Hames commented on the future construction of an overpass on Interstate 75 (I-75) to SE Highway 42, which runs along the back side of his property. He expressed concern relating to the traffic and retail development.
In response to Mr. Hames, Mr. Weyrauch advised that the SUP would be for small distribution out of the B-5 portion and outdoor storage in the vacant area.
Mr. Hames reiterated that he maintains that road with his tractor.
Mr. Weyrauch stated access is easy to Condition through the SUP.
In response to Chairman Zalak, Mr. Hames advised that Planner Erik Kramer has his contact information.
Chairman Zalak requested staff contact Mr. Hames when the SUP application comes in so he is notified. He stated the new hearing date will be April 21, 2026.
Chairman Zalak advised that public comment is now closed.
A motion was made by Commissioner Stone, seconded by Commissioner Curry, to continue this matter to April 21, 2026. The motion was unanimously approved by the Board (5-0).

**15.3.4.** 260107ZP - Midway 65 LLC., Zoning Change from Single-Family Dwelling (R-1) to Planned Unit Development (PUD) for a maximum of 329 detached single-family homes, 110.14 acres, Parcel Account Number 9027-0000-02, No Address Assigned
The Board considered a petition by Midway 65 LLC, for a Zoning Change, Articles 2 and 4, of the Marion County Land Development Code, from Single-Family Dwelling (R-1) to Planned Unit Development (PUD) zone, for a maximum proposed total of 329 Single-Family residential units, on an approximate 110.14 Acre Parcel, on Parcel Account Number 9027-0000-02, No Address Assigned

P&Z PUBLIC HEARING ON DECEMBER 29, 2025
260107ZP Planning and Zoning Commission Recommendation
Motion was made by Mr. Lourenco, seconded by Mr. Johnson, to agree with staff's findings and recommendation, and recommend approval of the zoning change based on the following findings of fact:

1. Will not adversely affect the public interest
2. Is consistent with the Marion County Comprehensive Plan
3. Is compatible with the surrounding land uses

The Motion passed unanimously 5-0.

Planner Kathleen Brugnoli, Growth Services, commented on the request for a zoning change from R-1 to PUD for a maximum of 329 detached single-family homes on 110.14 acres.
In response to Commissioner Bryant, Ms. Brugnoli advised that the applicant currently has the right to develop at 1 to 4 dwelling units per acre (du/ac) for the Medium Residential



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(MR) portion and 4 to 8 du/ac for the High Residential (HR). She stated initially the entire parcel was HR; however, the applicant went through the DRC process utilizing Policy 2.1.2 of the Comprehensive Plan to request a stepdown that was granted. Ms. Brugnoli advised that 47.53 acres was changed to MR.
In response to Commissioner Bryant, Ms. Brugnoli advised that the total acreage of the parcel is 110.14 acres. She stated the minimum requirement for the project is 299 units and 690 units is the maximum.
Commissioner Curry questioned if the lots will be 70 feet in size. Ms. Brugnoli advised that the lot size would be based on what was agreed upon and approved.
Ms. Brugnoli provided an overview of the existing surrounding uses and nearby residential development in both the development review and building permit phases. She referred to the Concept Plan as seen on the overhead screens, noting the product will be single-family detached homes with lot sizes of 40'x120' (289 units) and 50'x120' (40 units). Ms. Brugnoli commented on the proposed development standards including the setbacks, maximum building heights for homes and accessory buildings. She stated the conservation easement comprises roughly 24.5 acres of the open area that is recorded and can be seen on the property record card. Ms. Brugnoli advised that the amenities will be located in the northern area and will include a walking trail with benches throughout, a covered shelter near the playground, a recreational field and 2 pickleball courts. She stated a couple of the buffers have changed since the P&Z Commission heard this case due to the desire to provide a no touch buffer for the conservation areas. Ms. Brugnoli referred to a rendering on the overhead screens depicting the areas designated for the no touch buffers in green; a standard 15 foot Type C buffer identified in red; and a 5 foot Type E buffer in blue. She commented on the proposed project's impacts relating to fire and ambulance services and provided a brief overview relating to traffic. Ms. Brugnoli addressed the access to the project, noting Bahia Trace will have to be realigned to integrate into the development. She advised that the westernmost access point is not currently connected to the east; however, the applicant is proposing to abrogate a portion of Bahia Trace and change the alignment resulting in 4 access points to the development. Ms. Brugnoli provided an overview of the roadways in the area, which are maintained by Marion County.
It was noted that Growth Services Department staff and the P&Z Commission recommend approval with the following Conditions:

1. The PUD shall comply with the PUD Development Setbacks listed in Table 2 below

| TABLE 2. SETBACKS (IN FEET) | |
|---|---|
| Front | 25' |
| Rear | 15' |
| Side | 5' |
| Side (on ROW) | 15' |

2. The PUD shall be limited to those uses as indicated within the PUD plan.
3. The PUD shall be developed consistently with the PUD plan. In the event an alternative use other than those listed is proposed, the site shall go through the PUD rezoning application process to ensure due public notice is provided.
4. The PUD is limited to 329 single-family detached dwelling units.

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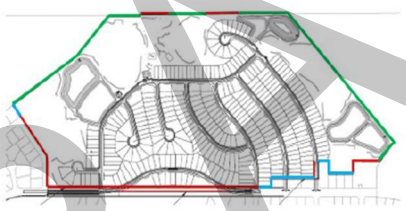
5. A property owner's association OR the developer must care for and maintain all common areas used by residents of the subdivision as well as buffers, stormwater, and any other forms of infrastructure within the subdivision.
6. By the 50th CO for residences in the PUD, amenities shall be completed and operational.
7. Buffers shall be as indicated below:
    a. North – 15' wide C-Type Buffer running the length of the proposed pickleball courts and the length of parcels 28-32. 15' no touch buffer for remaining boundary line.
    b. East – 15' no touch buffer along property boundary line.
    c. South – 15' wide C-Type Buffer along Bahia Trace with the option to apply for a waiver for the portion indicated to be abrogated only if the abrogation is granted.
    d. Southeast – 5' E-Type buffer for portions of PUD contiguous to residential lots and 15' C-Type buffer for retention area and PUD area across ROW from residential.
    e. Southwest – 15' C-Type buffer along space left for ROW and 5' E-type buffer for portion of PUD immediately abutting the single residential lot.
    f. West – 15' no touch buffer along property boundary lines.



8. Requirements provided as a result of the approved Traffic Study and Traffic review must be implemented.
9. Sidewalk to be provided internally as shown in the PUD site plan.
10. The final PUD Master Plan must be brought back and heard by the Board of County Commissioners for final approval.

David Tillman, Tillman and Associates Engineering, LLC, SE 16th Avenue, on behalf of the applicant, presented a 1 page handout entitled, "Amenities" and an 11x17 modified Concept Plan. He advised that there was a lot of public comment when the P&Z Commission heard this Item, noting he has tried to make modifications to the plan that will hopefully satisfy the majority of those individuals. Mr. Tillman stated he has removed the 3 connections to the east side of the project that goes to the south leaving just 1 gated connection that will provide emergency access only. He commented on a question relating to who has control of the emergency access, noting he is unsure. Mr. Tillman advised that there is only 1 lift station in this community that is not close to any of the neighbors who inquired about the matter. He stated the southeast corner of the project where lots 1 through 10 and lot 314 are located shows a 5 foot buffer; however, it will be a Type C (15 foot) buffer. Mr. Tillman clarified that there is 30 feet of separation in the location with 15 feet of that being the buffer. He commented on the proposed 15 foot, no touch buffer around the outer edge, noting the majority of that is conservation easement with nothing to buffer. Mr. Tillman advised that he prefers not to call out a buffer around the remainder if it can be avoided. He stated the stepdown to medium residential on this

property allows the single-family development, which he believes is more reasonable than multi-family in this area.
Commissioner Bryant questioned whether the development has 2 accesses with 1 being emergency access only. Mr. Tillman advised that it is correct, noting the applicant will have to update their traffic study. He stated if the updated traffic study indicates additional improvements are needed along that corridor, the applicant will be obligated to make them.
In response to Commissioner Bryant, Mr. Tillman advised that the development will be connecting to Bahia Trace on the west side of the development. He stated there is no significant change relating to where the traffic winds up, just in how it gets to that location.
Commissioner Bryant expressed concern relating to a single access point.
Mr. Tillman advised that the lone access works and functions, and there is the option of the secondary gated access in the event of an emergency closure.
Chairman Zalak opined that the majority of traffic will go to the same intersections.
Mr. Cohoon stated 98 percent (%) of the traffic will travel in the same direction, noting there will likely be individuals from the other community utilizing that road.
In response to Commissioner Bryant, Mr. Cohoon advised that in the traffic study modeling there were approximately 2% that would go into the Crystal Lakes community from the proposed development and he does not believe it would be detrimental to have 1 access and an emergency access. He stated the Department does support interconnectivity.
Chairman Zalak opened the floor to public comment.
Debra Penney, Hickory Loop, commented on the potential for the emergency access to be vandalized or breached. She expressed concern with control of that access being turned over to the homeowners' association (HOA).
Chairman Zalak advised that the Board will not approve a subdivision with only 1 access point. He stated there are emergency access gates almost everywhere in the County and staff do not see vandalism or experience access issues, noting most are Siren-Operated Sensor (SOS) gates known as yelp gates.
Rebecca Miller, Hickory Loop Way, expressed support for the one access point and emergency gate. She commented on the traffic in the area.
Lori Allen, Hickory Loop, expressed support for the modified concept plan presented by Mr. Tillman.
Dianne Miller, Hickory Loop, addressed the increased traffic the development will bring. She questioned how many vehicles are represented by the 2% figure Mr. Cohoon commented on in the traffic study modeling.
Chairman Zalak stated the emergency gate will prevent the 2% from entering the Crystal Lakes subdivision, so it will not impact Ms. Miller.
Charlotte Gruppioni, Hickory Loop, expressed concern relating to the lone access point in the Crystal Lakes subdivision.
Kavinda Wewegama, Bahia Trace Course, expressed support for the modified concept plan, and requested the emergency entrance be used solely for that purpose and not for construction.
Chairman Zalak advised that there is already a construction entrance to the site, but the Board will make sure the County Engineer does not give permission for those vehicles to go in that way.
John Townsend, Hickory Loop, presented petitions that were signed at the beginning of this process to oppose the entrance and buffer. He expressed appreciation towards Mr.

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Tillman for the changes he has made, noting he still believes more than 1 lift station is needed.
Brian Holbein, Hickory Loop, expressed support for the modified concept plan and questioned what the function is relating to a lift station.
Chairman Zalak stated it is a pump used for the wastewater.
Bill Pike, Hickory Loop, opined there should be a 50 foot buffer to benefit both developments in addition to a larger buffer along the golf course.
Kimberly Miller, Hickory Loop, expressed appreciation towards Mr. Tillman for modifying the concept plan and commented on concerns relating to traffic.
Diane Holbein, Hickory Loop, commented on the modified concept plan, noting Mr. Tillman is doing the best job he can based on what is available.
Veronica Alfred, Bahia Trace, expressed support for the modified concept plan and questioned what the size and makeup of the buffer will be near her home. Commissioner Bryant advised that the buffer will be 15 feet.
Chairman Zalak stated it will be a landscape buffer made up of plantings and the gate is typically metal.
Mark Boven, Hickory Course Trail, stated the Notice he received included a map that was not legible. He requested a better copy of that map.
Chairman Zalak advised that public comment is now closed.
(Ed. Note: The Deputy Clerk was in receipt of an 18 page handout including a petition from property owners in the Crystal Lakes community.)
Mr. Tillman stated the buffer Commissioner Bryant commented on will be 30 feet with a 15 foot planting. He advised that the modification resulted in a loss of 10 to 11 units, noting it was a significant concession compared to the 5 foot buffer required by Code. Mr. Tillman stated the applicant did not intend to use the emergency access as a construction entrance and it would have a substantial metal yelp gate that impedes pedestrian and vehicular traffic. He advised that the 1 lift station is adequate and is located internal to the new development eliminating any odor/nuisance issues to residents of Crystal Lakes. Mr. Tillman expressed appreciation towards the residents of Crystal Lakes, noting they were all cordial and very nice to work with.
In response to Chairman Zalak, Mr. Tillman stated the applicant is proposing to put in a parking lot internal to the development. He advised that the walking trail will be improved.
Commissioner Bryant questioned how many parking spaces there will be in the parking lot. Mr. Tillman stated there will be 20 parking spaces.
In response to Chairman Zalak, Mr. Tillman advised that there will be a large and small playground for different age ranges that will be covered and the recreational field is open for individuals to utilize however they choose. Mr. Tillman stated the front yard setbacks will be adjusted to ensure they oscillate and there will be changes in elevation relating to the homes.
Chairman Zalak expressed concern relating to issues with the sidewalk/driveway setback.
In response to Chairman Zalak, Ms. Straub stated there will be a sidewalk on one side of the road, so the setback distance from the rear of the sidewalk to the face of the garage must be adequate for a full vehicle without any overlap on the sidewalk.
Mr. Tillman questioned the minimum space the Board is requesting, noting 20 feet is typical. Commissioner Bryant requested 25 feet.
Chairman Zalak questioned how many vehicles will fit at each home. Mr. Tillman advised that the homes would accommodate 4 vehicles when counting the garage space.
Chairman Zalak stated many individuals use their garage for storage rather than parking.



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Commissioner Curry advised that he approves of the parking plan for this development.
Ms. Straub advised that Municipal Services (MS) Director Chad Wicker is present to answer questions relating to the relationship of this project to the County's existing Municipal Services Benefit Unit (MSBUs) and assessments inside of Silver Springs Shores (SSS).
General discussion ensued relating to parking.
In response to Commissioner Bryant, Mr. Tillman stated he believed the driveways are 18 to 20 feet wide.
Commissioner Bryant questioned the width of a typical car. Ms. Straub advised that a typical parking spot is 10x20 feet and a compact spot is 9x18 feet.
Chairman Zalak directed staff to ensure each home has the ability to park 2 cars in the driveway without encroaching on the sidewalk.
MS Director Chad Wicker stated this parcel falls within the boundary for both the SSS MSBU for road improvements and the recreation MSTU. He advised that the MSBU is $50.00 annually per residential partial unit (platted lot), which is still being collected. The residents of the proposed development will also have access to the community center.
Ms. Straub noted the parcel has already been paying as part of the road improvement project.
Mr. Bouyounes stated this is a private subdivision with private roads.
Mr. Tillman advised that MSBUs are typically established with these subdivisions and can be implemented in the future; however, this one is already in place. He stated the HOA will need to take that into account.
In response to Mr. Bouyounes, Mr. Wicker advised that this project is already within the assessment boundary and the applicant has already been paying.
Mr. Wicker stated the current assessment is for 206 units, which the applicant has been paying for since 2005. He clarified that the applicant has been paying at the condominium rate, so it has not been the full $50.00 but it has been the 206 units.
Ms. Brugnoli provided a recap of the Conditions relating to this project.
In response to Commissioner Stone, Mr. Tillman advised that the modified buffer will be 30 feet with 15 feet of plantings.
A motion was made by Commissioner Stone, seconded by Commissioner Curry, to adopt Resolution 26-R-22 granting the SUP request with Conditions 1 through 15 as amended below, agreeing with Growth Services staff and the P&Z Commission recommendation, based on findings that the proposed use is compatible with surrounding land uses, is consistent with the Comprehensive Plan and will not adversely affect the public interest. The motion was unanimously approved by the Board (5-0).
Resolution 26-R-22 contains the following Conditions:

1. The PUD shall comply with the PUD Development Setbacks listed in Table 2 below:

| Table 2.<br>Setbacks (IN FEET) | |
|---|---|
| Front | 25’ |
| Rear | 15’ |
| Side | 5’ |
| Side (on ROW) | 15’ |

2. The PUD shall provide varying elevations and front setbacks for lots while still meeting the minimum setbacks as provided above.

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3. The setback distance from the edge of sidewalk to the face of each residence's garage must be a minimum of 25' and allow two full-size vehicles to park in the driveway with no portion of the vehicle overhanging in to the sidewalk.
4. The PUD shall be limited to those uses as indicated within the PUD concept plan provided as Exhibit A and dated 01/09/2026.
5. The PUD shall be developed consistently with the PUD concept plan. In the event an alternative use other than those listed is proposed, the site shall go through the PUD rezoning application process to ensure due public notice is provided.
6. The PUD is limited to 329 single-family detached dwelling units.
7. A property owner's association OR the developer must care for and maintain all common areas used by residents of the subdivision as well as buffers, stormwater, and any other forms of infrastructure within the subdivision.
8. By the 50th CO for residences in the PUD, all amenities shall be completed and operational.
9. Buffers shall be provided as proposed in the PUD concept plan attached and dated 01/09/2026.
10. Requirements provided as a result of the approved Traffic Study and Traffic review must be implemented.
11. The PUD shall be limited to the two access points as provided in the attached concept plan dated 01/09/2026.
12. The eastern access shall be used solely as emergency access, with siren-operated sensors, and shall have a substantial metal gate that impedes pedestrian and vehicular traffic. Single-arm swing gates are prohibited for emergency access.
13. The eastern access shall not be used for construction traffic.
14. Sidewalks to be provided internally as shown in the PUD concept plan.
15. The final PUD Master Plan must be brought back and heard by the Board of County Commissioners for final approval.

**15.4. Adoption of Planning and Zoning Ordinance**

**15.4.1** Zoning

The Deputy Clerk presented Affidavits of Mailing and Posting of Notices received from Growth Services Director Charles Varadin and Deputy Clerk Thornton regarding petitions for rezoning and SUPs heard earlier in the meeting.

A motion was made by Commissioner Bryant, seconded by Commissioner McClain, to adopt Ordinance 26-03 amending the Marion County Zoning Map pursuant to individual decisions made by the Board on each application heard in the public hearing. The motion was unanimously approved by the Board (5-0).

Ordinance 26-03 is entitled:

> AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, APPROVING REZONING, SPECIAL USE PERMIT APPLICATIONS, AND AUTHORIZING IDENTIFICATION ON THE OFFICIAL ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE.

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There being no further business to come before the Board, the meeting thereupon adjourned at 4:56 p.m.

_____
Carl Zalak, III, Chairman

Attest:

_____
Gregory C. Harrell, Clerk

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# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22804 **Agenda Date:** 5/5/2026 **Agenda No.:** 3.3.

**SUBJECT:**
**January 26, 2026**

**INITIATOR:**
**Deputy Clerk**

**DEPARTMENT:**
**Clerk of Court**

**DESCRIPTION/BACKGROUND:**
Present minutes for Board consideration and adoption.

**BUDGET/IMPACT:**
None

**RECOMMENDED ACTION:**
Motion to adopt minutes.

**Official Minutes of**
**MARION COUNTY**
**BOARD OF COUNTY COMMISSIONERS**

January 26, 2026

**CALL TO ORDER:**
The Marion County Board of County Commissioners (BCC) met in a workshop session in Commission Chambers at 9:01 a.m. on Monday, January 26, 2026 at the Marion County Governmental Complex located in Ocala, Florida.

**INTRODUCTION OF WORKSHOP BY CHAIRMAN CARL ZALAK, III**
Chairman Zalak advised that the workshop was scheduled this morning to discuss the County's Budget Strategic Planning.

**PLEDGE OF ALLEGIANCE**
The meeting opened with the Pledge of Allegiance to the Flag of our Country.

**ROLL CALL**
Upon roll call the following members were present: Chairman Carl Zalak, III, District 4; Vice-Chairman Matthew McClain, District 3; Commissioner Craig Curry, District 1; Commissioner Kathy Bryant, District 2; and Commissioner Michelle Stone, District 5. Also present were Clerk Gregory C. Harrell, County Attorney Matthew G. Minter, County Administrator Mounir Bouyounes, Assistant County Administrator (ACA) Tracy Straub, ACA Angel Roussel, ACA Amanda Tart and Director of Internal Services Mike McCain.

The Deputy Clerk was in receipt of a 63 page Agenda packet to follow along with the PowerPoint presentation.

**WORKSHOP PRESENTATION**
1. Constitutional Officers

The following information was presented by County Administrator Mounir Bouyounes, Administration:

Description/Background: Updates from the Constitutional Officers for FY 27
Budget/Impact: None.
Recommended Action: For information only.

County Administrator Bouyounes advised that he communicated with all 5 Constitutional Officers in writing asking them if they have any items, issues, or concerns that would have an impact on the upcoming budget to please share with staff as early as possible. He presented a 1 page letter dated January 22, 2026 from Marion County Sheriff William "Billy" Woods, Marion County Sheriff's Office (MCSO), which contained a list of anticipated budget adjustments for Board consideration. Mr. Bouyounes stated personnel wise, the Sheriff is thinking he will need 10 to 15 new detention deputies, 30 new deputies, as well as additional support personnel. He referred to the note at the bottom of the letter, noting the Sheriff stated those are very preliminary numbers as his staff have not yet been through their budget process to determine the exact needs for next year.
In response to Commissioner Bryant, Mr. Bouyounes advised that staff have not had the opportunity to perform a preliminary forecast as to how much the Sheriff's requests would add to his budget, noting he did provide a copy of the Sheriff's letter to the Budget Department this morning. He stated he was sure that the Budget Department would follow

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up with the MCSO to try to put a dollar amount into the information he provided.
Mr. Bouyounes noted the letter also indicated the Sheriff was looking for a 3 percent (%) pay increase for all of his employees.
Clerk Gregory C. Harrell commented on last year's budget cycle versus this year's, noting last year he was cautiously optimistic and this year he is even more cautious. He stated the stock market continues to perform well, but there are certainly signs of volatility and uncertainty, probably more so than last year. Clerk Harrell advised that the State of Florida's tax timeline is not necessarily great as it relates to the County's timeline for purposes of preparing a budget, especially if any referendums were to be passed (i.e., property tax reform). He commented on the percentage of the General Fund that is made up of ad valorem property taxes and the amount of those funds that are spent on public safety. Clerk Harrell opined that even in a normal year, this is the right and prudent thing to do to start meeting in January to talk about the County's upcoming budget; however, it can be difficult when it comes to forecasting what property values will be in 5 or 6 months. Clerk Harrell advised that in regard to the Clerk's budget, he will be presenting a very conservative budget with modest, if any, increases. He stated the Clerk's Office would not be asking for any additional positions or any substantive increase in the way of software or hardware; however, he may request a Cost of Living Adjustment (COLA).
Clerk Harrell opined that another big challenge is going to be looking at the use of non-recurring funds in last year's cycle versus recurring expenditures, noting the Board is going to see that information in the materials that Budget Director Audrey Fowler will be presenting.

2. Introduction - Mounir Bouyounes, PE, County Administrator

County Administrator Bouyounes presented the following:

Description/Background: The following items are being highlighted as they will have an impact on the upcoming budget for Fiscal Year 2026-27:

1. Property Management Update
2. Parks, Airport and Southeastern Livestock Pavillion Update
3. Sales Surtax Update
4. Budget Cost Drivers
    - 4.1. Parks & Recreation Staff Shift from Fees Fund to General Fund
    - 4.2. Dash Cameras Initiative
    - 4.3. Pay Adjustment
    - 4.4. Fire and EMS Services
5. OCE Projected Revenues/Expenditures for the Upcoming Year

Budget/Impact: None.

Recommended Action: For information only.

County Administrator Bouyounes stated he had 3 items to give the Board an update on; Item number 4 would be what staff are expecting to be cost drivers for the budget; and Item 5 is the Office of the County Engineer's (OCE) projected revenues and expenditures. He stated last year the Board had discussions about the property management unit and at that time, he questioned where that work unit is placed at, which is presently at OCE. Mr. Bouyounes stated this unit provides services for right-of-way (ROW) acquisition, eminent domain, and property appraisals. Staff currently have one position in that unit funded by the General Fund that handles all the leases and other property needs for all County Departments. He advised that after evaluation by staff, they are recommending the County keep that work unit at OCE; however, staff need to look at the staffing level in

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the upcoming budget to ensure there is enough staff to cover the amount of work this unit is being asked to perform. Staff are also talking about renaming that work unit to be more representative of the work they do and to create some standard operating procedures (SOPs) so that it is clear for every Department what to expect from that work unit and to allow for internal billing. For example, when this unit is doing work for Solid Waste, Utilities or Fire Rescue, then that unit will be able to bill that specific Department, and the revenue will go into the General Fund to offset some of the cost. Mr. Bouyounes stated it is his recommendation to keep this unit at OCE and evaluate those items he mentioned as the Board goes through the budget process.

Mr. Bouyounes provided a brief update relating to Parks, the Airport and Southeastern Livestock Pavillion (SELP), noting this subject was discussed last year during the budget workshops as to whether or not to keep the Airport and SELP Departments under the Parks Department. He opined that there is a huge benefit to keeping the Airport and SELP under the Parks and Recreation Department, noting the County currently has 10 full time employees (FTEs) in the Parks and Recreation Department that assist those other two operations and there is one FTE in SELP that is part of that group to do all the administrative and project type accommodations. Mr. Bouyounes stated the recommendation is to keep that arrangement the way it is and see if staff can augment with FTEs the project management that will relieve the pressure that administratively is felt today at the Parks and Recreation Department. He clarified that this is not a Staff Assistant type workload, but is related to accommodate projects that are being designed and need to go out to bid and construction. Mr. Bouyounes commented on the involvement of the Parks and Recreation Department in the Land Development Code (LDC) process when it comes to plan reviews and inspections out in the field. The Board has asked staff to be a little bit more aggressive in reviewing landscaping and buffer conditions to ensure they are up to date and are being maintained.

Commissioner Bryant questioned why there is not a position in the Growth Services Department that would handle those responsibilities. Mr. Bouyounes stated that option was not recommended because the Growth Services Department already has a landscape architect on staff; however, if the Board chooses to add another landscape architect position in the Growth Services Department, it can be discussed during the budget process.

General discussion ensued.

Chairman Zalak commented on the need to ensure the County gets this right so that no matter what happens when somebody comes in with a development whether it is a building permit or a developer permit or whatever that permit is, that the fees cover that service cost.

In response to Chairman Zalak, Mr. Bouyounes stated he is unsure if the fees are enough to cover all the cost, but staff try to recoup as much of the cost as possible.

Parks and Recreation Director Jim Couillard clarified that the workload the Parks and Recreation Department is carrying on right now, through the development review process, is on him and Project Assistant Susan Heyen, as his designee. He noted Ms. Heyen does all of the plan reviews, all the field visits, etc. Mr. Couillard advised that Ms. Heyen's job is meant to help the Department manage its capital improvement projects (CIP) and smaller jobs in the field. The Department does a tremendous amount of smaller projects such as playground equipment replacement, sidewalk updates, etc. All those little things are designed and managed internally. He stated a majority of Ms. Heyen's time is stuck behind a computer reviewing plans and calling meetings with consultants, which places

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the rest of the workload back on him and Parks Designer Joey Amodo. Mr. Couillard advised that Mr. Amodo is currently running about $10,000,000.00 to $15,000,000.00 worth of CIPs, trying to get his landscape architectural license, trying to do all these other things with the Department, but at the same time he does not have any help, noting this is the issue staff is trying to address. He stated it is up to the Board whether it hires a different landscape architect to go work at the Growth Services Department to perform the work that he does or just simply move positions. Mr. Couillard opined that from a customer service perspective, having design review and a one stop station is better than bouncing them from office to office to get permits from here and there.

In response to Commissioner Bryant, Mr. Couillard advised that his recommendation would be to hire professional staff that operate out of the Growth Services Department with support staff for the field operations side of it as well. He expressed concern that putting all of this on one person is a catastrophe and can be a big contributor to the burnout which staff are experiencing now and is one of those things that need to be addressed.

Mr. Couillard addressed the Airport and SELP, noting the County has tremendous people in place right now and the relationships across all divisions is phenomenal.

Mr. Bouyounes commented on Mr. Couillard's recommendation to hire professional staff that operate out of the Growth Services Department, noting the information he was provided was that staff were looking to augment the Parks and Recreation Department to offset that workload.

Commissioner Curry referred to page 8 of the Agenda packet in regard to the County's surplus property and requested the Board be provided with a list of current surplus property. Mr. Bouyounes noted staff does have a list and he would provide that information to the Commissioners.

Commissioner Curry advised that on that same page, there is a recommendation by staff that the Property Management (PM) unit should remain with OCE, but the title of the team would change to Real Estate Property Services. He questioned if that would be for anything regarding property management.

Mr. Bouyounes advised that the unit would assist all the Departments in acquiring property and formalizing and finalizing leases; however, this unit will not manage the leases. For example, if there is a lease at the airport, the PM unit will perform/execute that lease and get it signed and finalized, but then it will be the Airport Manager who will manage the lease.

Mr. Bouyounes provided a brief overview of the Sales Surtaxes and referred to the slide as seen on the overhead screen (page 14 of the Agenda packet). He advised that this is a summary of revenues and expenditures of Surtax 1 and Surtax 2, noting Surtax 1 is the tax that was approved in 2016 for four years and Surtax 2 is the one that was approved for four years in 2020. Mr. Bouyounes noted later the Board will hear information relating to Surtax 3 which was approved in 2024 for a 20 year time frame. In regard to Surtax 1 and Surtax 2, the County collected about $319,000,000.00 and so far, still has $124,000,000.00 in the fiscal year (FY) 25/26 budget. He referred to the list of the significant projects that are still funded from Surtax 1 and Surtax 2, noting most of those projects are in the works; however, they will probably not be finished this year and all the money that is not spent this year will be carried forward into FY 26/27. Mr. Bouyounes clarified that he misspoke, noting the County collected approximately $443,000,000.00, spent $319,000,000.00, and has approximately $124,791,000.00 in the fiscal year (FY) 25/26 budget. All the funds not spent this year will be carried forward into FY 26/27.



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Commissioner Bryant noted if you look at the projects that the County has left, they come up to be about $122,000,000.00.
Mr. Bouyounes clarified that there are additional smaller project costs that are not included in that list.
Mr. Bouyounes provided a brief overview of Surtax 3, noting he tried to focus on only the first five years, starting from FY 24/25 to FY 28/29. The split allowance, based on the direction from the Board, was 74% Transportation and 26% Public Safety. The 26% for Public Safety breaks down to 4% for Emergency Management and Public Safety Communication, 11% is for Fire Rescue and Emergency Medical Services (EMS), and 11% is for MCSO. However, if you look at the five year budget or the five year time frame, the split reflects 4.8% Public Safety Communication and Emergency Management, 14.9% Fire Rescue and EMS, 13.9% MCSO, and 66.4% Transportation. The reason for this is sometimes the County has Public Safety projects that need to advance and transportation projects that can be delayed. He stated every 5 to 10 years, staff try to ensure that balance stays in place very close to the direction of the Board. For that 5 year time frame the County is looking at $338,851,000.00 that is being budgeted. Mr. Bouyounes noted the next 3 slides contain the list of projects from Transportation and Public Safety.
Chairman Zalak expressed concern that the proposal reduces the percentage for Transportation from 74% to 66.4% and opined that staff needs to adjust the projects.
Mr. Bouyounes advised that later in the meeting County Engineer Steven Cohoon is going to give the Board an update on all the Transportation projects staff is doing in the five year plan to show those numbers and how much more money the County will need for Transportation projects and what the solution would be.
Chairman Zalak opined that the first thing the County needs to make sure is that the Sales Tax is funding Transportation projects and easing congestion in the first five years of this Tax. He advised that the Board would continue to give plenty of funding for Public Safety projects as it has over the last decade, but noted the number one concern in the community is transportation.
Mr. Bouyounes stated staff will revisit this matter after Mr. Cohoon's presentation.
Mr. Bouyounes provided a brief overview of the budget cost drivers for FY 26/27 other than Florida Retirement System (FRS), Department of Juvenile Justice (DJJ), life and health insurance cost increases that will continue to impact the budget every year. He stated there are 7 positions and seasonal staffing requests for the Parks and Recreation Department that are budgeted every year from the Park Fees. He recommended moving those FTE costs/personnel costs to the General Fund. The impact is about $850,000.00. If staff are able to do that and shift that cost from the Park Fees to the General Fund that will free up those fees to be used for capital maintenance type projects in Parks. Mr. Bouyounes advised that the number one priority is the Baseline Trailhead, noting the playground needs to be upgraded and replaced. Also, staff would like to add some additional fields at Shocker Park. The $850,000.00 is not going to fix all of that, but would be one step in that direction. In addition to that, staff are still waiting for the final answer from Legal on how much Tourist Development Council (TDC) funds or what projects would qualify for TDC money to bring forward during the budget process.
County Attorney Matthew G. Minter, Legal, stated the Board should have an answer by the end of the week.
In response to Chairman Zalak, Mr. Bouyounes stated staff is anticipating approximately $338,851,576.00 in Surtax 3 revenue for the 5 year timeframe of FY 24/25 through FY 28/29.

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Mr. Bouyounes advised that the next item is an initiative and is not in any of the budgets yet; however, the County has a few Departments who are using dash cameras in County vehicles. He stated staff would like to expand that program further and it will be in the proposed budget to go to dual facing dash cameras. Mr. Bouyounes advised that there are a multitude of benefits from using those cameras, noting the intention is to focus first on the heavy vehicles because of liability and risk type benefits. He stated this would include transport ambulances, fire engines, solid waste hauling trucks, OCE dump trucks, down to pick-up trucks, etc. to determine what the benefits would be, noting the cost of that initiative will be presented in the proposed budget. The current cost per unit is approximately $55.00 per month. It is a subscription type arrangement, and the County does not have to buy the units, but rather pay a monthly subscription. Mr. Bouyounes requested Commissioners reach out to him if there are any questions relating to this initiative.

In response to Commissioner Bryant, Mr. Bouyounes stated the County currently has a hands free policy for all County vehicles.

Commissioner Bryant advised that she is interested in learning more about the dash camera, especially in today's litigious world, noting staff have been talking with Lake County, who initiated this about a year ago and they have seen a huge drop in risk claims. In those kind of situations, even when they have a claim, the video from the dash camera has been very helpful in disputing the litigation claims.

Commissioner Stone stated she is very familiar with dash camera interfacing and out facing and she highly supports the initiative, especially for high risk vehicles.

Mr. Bouyounes referred to page 22, which shows the estimated pay adjustments for FY 26/27. The slide reflects what the cost would be for 1% pay adjustment and what the cost would be for the 5% pay adjustment. He stated it was his intention in the proposed budget to do what the County did the previous year, which was a 2% across the board in October and then a 3% set aside for pay for performance. Mr. Bouyounes provided a brief overview of the costs associated with pay adjustments for each Fund.

Commissioner Bryant opined that a 5% pay adjustment is too high, noting the Board needs to cover the Consumer Price Index (CPI) and then what ever is left over should be used to cover pay for performance bonuses.

Commissioner Stone stated she is more inclined to give everybody a 1% raise with a maximum of 3% overall and then the 2% pay for performance, if not, then just a pay for performance all the way across the board.

Chairman Zalak opined that the Board was very clear last year that it did not want to consider anything over the CPI.

General discussion ensued in regard to employee pay adjustments.

In response to Commissioner Curry, Mr. Couillard addressed the CIP for Ray Wayside Park, noting there is funding in the budget right now for the design and staff should be able to push that out next month and then it will go through the solicitation process to find the right consultants for the project. He advised that there is a cost estimate in the FY 27 budget of over $3,700,000.00 for construction, but that is in the Fees Fund, which is currently not funded. Mr. Couillard stated the Department will go through the design process and then shelve the plans until the Department receives sufficient funding to move forward.

General discussion ensued.

Commissioner Curry opined that a bond is ultimately going to be the answer to help resolve this issue. He commented on the need for the Board to form a consensus so that



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staff can bring back some sort of a comprehensive approach to fix the parks.
Commissioner Stone advised that as much as she would love to agree with Commissioner Curry, not knowing what property tax issues the County is going to be facing, parks may be the least funded if things move in a direction that takes away property tax revenues. She opined that the Board may have to make some hard decisions on who gets funded, noting public safety is going to have to be top priority.
General discussion resumed.
Mr. Couillard advised that he has been scheduling one-on-ones with Commissioners to discuss the engagement of Trust Republic Land, which is a nonprofit organization to conduct feasibility research here in the community at no cost to Marion County. He stated Trust Republic Land has a subsidiary called Live Wildly that is privately funded through major philanthropists across the Country. Mr. Couillard advised that Trust Republic Land is a big organization that does a lot of conservation and park funding across the Country. He stated the organization reached out and asked if Marion County was interested in having them conduct that research, noting a Letter of Interest from this Board would kick start that research. Mr. Couillard provided a brief overview of the information the study would contain.
General discussion resumed.
It was the general consensus of the Board to have the Chairman execute the Letter of Interest and to direct staff to schedule a workshop with the organization.
Mr. Bouyounes advised that staff are in the middle of Union negotiations with the Professional Firefighters of Marion County, Local 3169, which is going to have some financial impact on the General Fund and the Municipal Service Taxing Units (MSTU) for Fire Rescue. He stated at least three to five new stations are scheduled to be added over the next five years, which means additional personnel.
Mr. Bouyounes referred to the chart on page 23, which provides information relating to the projected revenues and expenses for the OCE Department for the upcoming FY, noting this operation is not self-sustaining financially. He stated the whole operation for road maintenance and design, which is the operation of the County's roadway system, is funded 100% by the Gas Tax. Mr. Bouyounes clarified that the Gas Tax has a diminishing value and is not keeping up with the cost or with the operation, noting the Department has been operating in the red. The beginning balance is at the top of the chart, that is where the Department is today with regard to Fund Balance. Also on the chart are the projected revenues and projected expenditures on an annual basis. Those numbers are for OCE to do the bare minimum of what the Department has to deal with and keep looking throughout the next five years.
In response to Chairman Zalak, Mr. Bouyounes stated the Gas Tax per gallon is approximately 13 cents per gallon, but only 8 cents of that can be used for operational costs. He noted the other pennies are dedicated to capital projects.
Commissioner Bryant stated Marion County has a big gas station coming into town (Buc-ees) and questioned whether staff have been able to do any revenue projections as to what revenue will be created once that operation comes to the community. Mr. Bouyounes stated staff have not been able to quantify that number, but did reach out to other communities that have this business in their area for more information. He noted that operation probably will not be in place until the end of 2028.
Commissioner Bryant opined that there is going to have to be another revenue source to keep up with maintenance when it comes to roads because the Legislature is continuing to do things to make it easier for development to occur, which means more people, and

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more cars on the roads. She advised that globally there is going to be a need for larger discussion to see what else can happen when it comes to funding roads.
General discussion ensued.
Mr. Bouyounes noted the Gas Tax has been a top priority topic for Florida Association of Counties (FAC) over the last few years.
General discussion ensued relating to road assessments.
Mr. Bouyounes reiterated that the County does not use the Sales Tax for local subdivision roads.

3. Financial Projection Update - Audrey Fowler, Budget Director

The following information was presented by Budget Director Audrey Fowler:

Description/Background:
Audrey Fowler, Budget Director will present a financial projection update for FY 2026-27.
Budget/Impact: None.
Recommended Action:
For information only.

Budget Director Audrey Fowler presented 18 page handout entitled, “Strategic Planning Workshop Financial Projection”. She commented on population growth trends, which drives a lot of what the Board will see in terms of the County’s economic viability. Ms. Fowler addressed the Bureau of Economic & Business Research (BEBR) forecast number of 448,000 residents, noting last year was 433,000. She advised that she spoke with Commissioner Curry on Friday who requested that she go back in time and provide a better idea of what the County’s growth has been historically. Ms. Fowler stated in 2005, Marion County's population was 305,000 and in 2010 it was 331,000, which was an 8.6% increase over those 5 years. During the recession from 2010 to 2015, the County grew by 9,900 residents, so 3% over those five years for less than 1% population growth. After that recovery from 2015 to 2020, the County grew by 26,930. The pre-recession growth rates again were 7.9%, 1.5% average. Over those five years, from 2020 to 2025, the County grew by 65,630 people. That was 17.8% over those five years, or an average of 3.56%, more than twice what the normal population’s historic growth has been. From 2024 to February 2025, it was 14,255 people or 39 people per day on average and that is the impact that Marion County is seeing as far as current growth.
Ms. Fowler stated the Property Appraiser’s Office (PAO) is in the early stages of assessments for this upcoming year so in light of that staff relied on the January presentations on the State of Florida's estimates from their revenue estimating conference in August. Their numbers for 2026/27 were a 6.78% increase, declining in 2028 to 6.23%, then down to 5.51%. The last two years staff have seen the actual numbers that Marion County receives percentage wise to be between 1% and 2% higher than their August estimate. The new growth (new construction) that is being seen in Marion County that was in place on January 1, 2026, indicates that it may see a similar type of situation.
Ms. Fowler addressed the CPI, noting the December over December was just published, which was the 2.7% that will be in effect for the upcoming FY. That does two things, it caps the increase in the taxable value of a home. For example, for a homesteaded property, the taxable value cannot increase more than the 2.7%. In addition to that, the second homestead exemption will increase by 2.7%, so the second homestead exemption amount will be approximately $26,416.00.



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Ms. Fowler addressed the Federal Reserve rates, noting staff have been tracking these for several years because those rates track with what the County will see as far as interest rates and CPI impacts. The Federal Reserve rates have dropped three times this year and are currently sitting at 3.5% to 3.75%. There have been some early discussions about seeing some increase in resales and housing market sales after the latest reduction.

Ms. Fowler addressed the Fund Balance requirements, noting Marion County maintains a 20% Fund Balance requirement in the General Fund as this is what it uses for its rainy day fund. Anything else that goes awry, this is where the County comes back to because it can be used for any purpose. In FY 2025/26, that balance was at $21,752,000.00 in the adopted budget. The calculated Fund Balance requirement for FY 2026/27 is $24,340,000.00, which is calculated by the Clerk's Office Comptroller. This is going to be funded by the prior year Fund Balance, excess revenues and under expenditures and is not going to be taking funds out of recurring revenue in the subsequent year.

Ms. Fowler referred to the chart on page 5 of the handout, which addresses the General Fund revenue by category. She advised that Property Taxes make up 43.8% of the recurring revenue in the General Fund and State Share revenue makes up 18%, noting these two items combined make up more than half of the revenue for General Fund operations. There are also ambulance fees and services which help offset their costs, plus there are other Departments' generated revenue (i.e., all of the Constitutional Officers contribute), as well as transfers in from other funds to pay into the General Fund for services that are provided. There are also some grants, donations, and a few Interlocal Agreements (ILAs).

Ms. Fowler referred to the chart on page 6, which addresses General Fund expenditures, noting the total budget for the General Fund is $358,000,000.00. The two largest expenses are the MCSO, which makes up the Jail and Emergency Management; and Public Safety, which makes up Ambulance Services, Animal Center, Public Safety Radio and Public Safety Communications. These two elements combined are 41.7% of the General Fund budgeted expenditures ($149,000,000.00 out of the $358,000,000.00).

Ms. Fowler referred to the graphs on page 7 and provided a brief overview of the General Fund taxable property value and property tax revenue for FYs 2025/26 through 2029/30 projected. She stated the property tax revenue graph at the bottom of the page starts with a 3.0900 mileage rate, which is the current FY rate and then looks at the forward years going back to the County's recurring revenue needs to fund the expenditures.

Ms. Fowler addressed the Local Government Half (½) Cent Sales Tax and State Shared Revenues for FYs 2020/21 through 2029/30. She advised that the State of Florida made some adjustments to taxable items, noting from the FY 2024/25 to the FY 2025/26 projected there is a decrease in revenue that reflects changes in items that are now exempted that were not previously exempted. Projected collections for future years are presented with 1% annual increases. Ms. Fowler noted for Sales Tax and State Shared Revenue, the percentage increase does not keep up with inflation.

Ms. Fowler referred to the graph on page 9, which reflects the State of Florida revenue sharing model, noting there is a very large decrease from FY 2025/26 due to changes that the State made having a bigger impact on this revenue source than the Half Cent Sales Tax.

Ms. Fowler addressed Ambulance Revenues for FYs 2020/21 through 2029/30 projected, noting staff have done a very good job in sustainably collecting these fees, and keeping up with the population increase. The fees collected are holding steady and increasing, taking an average of the percentage of population increases over time and holding at the

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2%, well under the population increase, but still being able to allow for some growth due to volume.

Ms. Fowler referred to the graph on page 11, which reflects the General Fund Financial Forecast FY 2021 through FY 2030, noting the main assumptions here are about a 3.5% increase for combined growth and inflation for both operating and personnel. Part of that for personnel would be COLA, but the other part would be new staffing. She provided a brief overview of the increase in operational costs to reflect the increases in FRS and health insurance rates. Ms. Fowler stated in the out years, staff targeted a Reserve for Contingencies that maintains the 20% Reserve. For FY 2026, there is a very large expenditure exceeding the revenues as the County used one time money. She advised that there are also several large Capital items that are projected to be completed in this current year that are paid from the General Fund, noting there is also a little bit of a deficit on the expenditure to revenues in FY 2027.

In response to Commissioner Bryant, Ms. Fowler stated the County is currently at a millage rate of 3.0900 mills, which is an $8,000,000.00 recurring General Fund deficit.

Ms. Fowler provided a brief overview of the taxable property value and property tax revenue for the Fine & Forfeiture Fund (pages 12 and 13). She advised that the County is looking at the same increases in taxable property values as the General Fund, noting the expenditures and taxable value revenue, is actually pretty close, and staff expect that FY 2026/27 will be very close to maintaining the same mileage depending on the costs associated with the Department of Juvenile Justice (DJJ). Ms. Fowler stated the financial forecast in the Fine and Forfeiture Fund Reserves/Fund Balance has been at a very good, very stable consistent rate over the years.

Ms. Fowler provided a brief overview of the taxable property value and property tax revenue financial forecast FYs 2025-26 through 2029-30 projected for the MSTU for Law Enforcement (pages 14 and 15). Historically, the MSTU rates are higher than the Countywide rates because the County's growth right now is in the unincorporated areas. She advised that staff would continue to maintain an open dialogue with the Sheriff's Office to ensure a Fund Balance that is adequate enough to cover expenditures for the first 3 months while waiting for property taxes to come in, noting 85% of this Fund is property tax. Ms. Fowler stated the MCSO does have some contracts with Marion County School Board (MCSB) and a couple of other entities that help mitigate the cost, but the majority of its revenue is taxable property value.

Ms. Fowler provided a brief overview of the taxable property value and property tax revenue FYs 2025-26 through 2029-30 projected for the Fire Rescue and EMS Fund, noting their revenue increases are a little bit higher than the Countywide as well (pages 16 and 17). She stated staff anticipate maintaining the mileage at that same rate throughout all five years because of the recent assessment increase. Ms. Fowler addressed the financial forecast for the Fire Rescue and EMS Fund, which reflects a large increase in the Fund Balance. This does not include any assumptions in regard to the contract negotiations and salaries that are going on at this time. This also does not include any capital expenditures for fire stations, etc. She opined that once those things start to be added in, the Board will see the expenditures come up closer and closer to the revenue in the future.

In response to Commissioner Byrant, Ms. Fowler reiterated that there is an $8,000,000.00 recurring deficit in the General Fund, noting the County would need to go to a millage rate of at least 3.3200 mills.

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4. Fleet Facility Cost Allocation - Angel Roussel, PE, Assistant County Administrator

The following information was presented by ACA Angel Roussel:

Description/Background: Angel Roussel, PE, Assistant County Administrator, will present the proposed cost allocation associated with the new Fleet Management Facility, including how costs are distributed across departments and funding sources.

Budget/Impact: None.

Recommended Action: For information only.

Commissioner Bryant out at 10:27 a.m.

ACA Angel Roussel advised that this presentation is a comeback item from the Fleet Department presentation that was given at the end of December 2025, based on the interest of the Board to consider possible cost allocation related to construction costs for the new Fleet facility. He noted staff reviewed the billing data for the last two full FYs, billed and non-billed. Mr. Roussel clarified that General Fund items are not billed, but they are tracked through work orders the same way as when the Department bills. He referred to the Table on page 41 of the Agenda packet, which included each Departments pro-rata share of the cost of construction. Mr. Roussel advised that General Fund Departments include EMS, Code Enforcement, Animal Control Services, Facilities, Parks, etc., noting the awarded cost for construction of the $22,100,000.00 to give an idea of what that number would look like for each one of these functions. Staff are particularly looking at Building Department, Fire Department, Solid Waste and Utilities as the funds that would be considered. He stated as far as implementation, that would be the discussion from the Board and direction on how to proceed with implementing, if implementing at all.

In response to Chairman Zalak, Mr. Roussel stated the total pro-rata share for the Building Department, Fire Department, Solid Waste and Utilities would be approximately $10,000,000.00.

Commissioner Bryant returned at 10:29 a.m.

Mr. Roussel advised that each of those four funds are in a different position, noting some of them may be able to afford it quicker, some of them may need more time. He stated if the Board wants to implement pro-rata share on those four funds, then the County Administrator would review how the budget is looking for each one of those Departments to ensure that they have appropriate level of Reserves and then create a payment plan based on each one of the funds position.

Mr. Bouyounes advised that he is looking at a one to five year payout timeframe, noting some funds may be able to do it in one year; other funds may need some more time.

General discussion ensued

It was the general consensus of the Board to direct staff to review this matter further and to bring that information and a pro-rata share plan back to the Board for consideration.

5. Office of the County Engineer Projects Funding Update - Steven Cohoon, PE, County Engineer

The following information was presented by County Engineer Cohoon, OCE:

Description/Background: Steven Cohoon, PE, County Engineer will provide an update on project funding for the Office of the County Engineer. The presentation will include an overview of costs on current and upcoming capital projects and

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highlighting several future projects. A preliminary Transportation Improvement Plan (TIP) will be also presented which will illustrate upcoming funding needs.
Budget/Impact: None.
Recommended Action: For information only.

County Engineer Steven Cohoon, OCE, provided a brief update of transportation projects from October 1, 2024 to December 31, 2025, noting the County has spent almost $125,000,000.00 on construction projects with $110,000,000.00 of that being directly related to purchase orders for construction projects. He stated some of those future projects include the Emerald Road extension project, which is going to be a huge relief to Maricamp; as well as the SW 49th Court Road extension project that is going to connect to Marion Oaks Manor. Mr. Cohoon advised that there are an additional 18 projects that staff expect to be awarded before the end of this FY, noting fourteen of those are going to be rehabilitation projects at a cost of around $71,000,000.00 additional dollars going out before the end of this FY for construction related projects. He noted over the last 4 months the Department has been able to be fully staffed and is close to being where it needs to be in regard to the Property Management team. Mr. Cohoon commented on the SE Maricamp road project, noting staff were able to secure a $20,000,000.00 safety grant, which is an example of how staff are trying to leverage funding that is not just Sales Tax, Gas Tax, or Impact Fee related. He advised that when the fly-over comes through Marion Oaks Manor there will be a connection from the west side of Interstate 75 (I-75) through the Marion Oaks community to Highway 42, near the Pedro area. That is going to relieve Highway 484, but also going to create some additional demands on other roadways in the County with Highway 42 being one of those. Mr. Cohoon addressed several other road projects as shown on pages 45 through 49.

Chairman Zalak requested any road work that will be performed on Highway 484 be done at night. Mr. Cohoon stated that road work will be done at night.

Mr. Cohoon advised that the Banyan Road Extension is another opportunity to attempt to relieve some of the congestion on Highway 464; however, there is still quite a bit of coordination that has to happen with the Greenway authorities. Staff are attempting to set the table in order to move forward with a capacity improvement project through that section of the Greenway.

Mr. Cohoon addressed the need for additional capacity along SE 92nd Place Road, as well as the need for some congestion relief on SE 95th Street.

General discussion ensued relating to road congestion relief over the next 15 to 20 years.

Mr. Cohoon advised that there are 3 bridges within the County that are currently in the design phase, noting two of the three have reached their life expectancy, so staff are working to get those completed in design. He commented on the bridge on County Road (CR) 316, which was constructed back in the late 1960's and was intended to accommodate the barge canal that was coming through, which did not occur. Mr. Cohoon stated the Department of Transportation (DOT) has taken the approach of lowering that bridge and putting it at grade crossing. He advised that DOT has funding allocated just for bridges and Marion County has several "just bridge" projects, noting being shovel ready for these bridge projects makes it that much easier for the County to obtain grant funding.

Mr. Cohoon addressed various options for transportation funding including the possibility of bonding road projects. He stated in FY 2027/28 the Department is seeing around a $266,000,000.00 shortfall. This does not take into account what happened with the change of Transportation Impact Fees (TIFs), which should lessen the deficit. Mr. Cohoon



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advised that bonds are typically over a 20 to 30 year timeframe, noting in this instance the County cannot bond more or further out than what is backing the bond. He clarified that the 20 year Sales Tax dwindles down on how long that bond life is, noting the County could not go into a 20 or 30 year bond today on Sales Tax or a Sales Tax project if that source of revenue is going to be gone before the bond is repaid. Mr. Cohoon stated it would probably have to be a 15 year bond if that is something that is considered. Also, there are two different types of bond, the General Obligation Bond and the Revenue Bond. The first one does have to go to the constituents for a vote, and the second one does not. He provided a brief overview of the pros and cons of utilizing the bonding process for transportation projects. Mr. Cohoon opined that bonding would help a project get done quicker and lessen any kind of impact on the General Fund. It also provides the County with a predictable way to repay. He stated the cons include long term commitment, interest cost and revenue risks if there is something bad that happens in the economy.

General discussion ensued.

Mr. Cohoon advised that some of the key takeaways are that over the last 15 months staff have delivered and will continue to have that momentum; seeing issues before they become problems; and aligning projects where they can with the growth that is coming. He stated the interchange is coming and commented on the importance of having appropriate roadways to connect to that.

General discussion resumed in regard to bond requirements.

Chairman Zalak advised that he wants an analysis on total funding, what the Department needs over the next five years, and a list of projects available to go to bond today (grouped together), versus projects that are going to linger a little bit.

General discussion resumed.

In response to Chairman Zalak, Mr. Cohoon stated right now property acquisition remains a pinch point because staff have to get in the court system in order to take someone's property legally, noting there are a few of those cases involved in larger projects. He opined that by the first of next FY staff should be ready to come back to the Board with a formal plan to see what projects need bonding.

General discussion resumed.

In response to Chairman Zalak, County Attorney Minter advised that in regard to eminent domain, staff currently has one project where the attorney is working with staff to try to allow them to do some work in advance. He opined that the speediest thing with the condemnation process is what is called the “quick take” procedure. For that procedure you have to have all your ducks in a row, you have to have the appraisal, you have to file the lawsuit, and you have to get the hearing on the court docket for an order of take hearing. Mr. Minter advised that sometimes the attorneys will try to legally block the hearing, noting the County only has so much control over how the land owners’ attorneys respond to the County’s petitions. He clarified that the order of taking is what gives the County title to the property, noting the County cannot just start building on somebody's private property.

General discussion resumed.

Mr. Bouyounes stated the County still has approximately $72,000,000.00 worth of road projects happening in FY 2026.

In response to Chairman Zalak, Mr. Cohoon advised that staff is working on the Traffic Management Master Plan, noting staff has met with the vendor and the City of Ocala and it is moving forward. He stated the TIP has funding improvements for interconnectivity, signalization, etc.

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6. Facilities Management Capital Projects - Jared Goodspeed, Facilities Management Director

The following information was presented by Facilities Management Director Jared Goodspeed:

Description/Background: This item provides a Capital Improvement Program (CIP) update on active vertical construction projects managed by Facilities Management in support of Marion County operations. The presentation summarizes current project status, key milestones, and anticipated completion timelines.

The update also describes the current CIP project delivery process, from initial department request through design, construction, and closeout. Based on recent project experience, staff will present proposed enhancements to Board notification points to improve communication, transparency, and coordination among the Board, Administration, and departments as projects move forward.

Budget/Impact: None.

Recommended Action: For information only.

Facilities Management Director Jared Goodspeed provided a brief update on the County's vertical construction projects and processes. He stated in the first quarter of this year, staff have some major construction projects that are being completed. Mr. Goodspeed advised that the larger projects include Freedom Library, Fourth Floor of Judicial Center 3 (JC3), as well as the construction of Fire Station 11, noting staff just poured the concrete for the foundations. He stated the Animal Services project will be completed at the end of March, and will be move-in ready in April, 2026. Mr. Goodspeed advised that staff got approval for the fleet building and just completed an early release for the steel package. Staff are starting that project off very successfully, saving the County approximately $170,000.00 before it even begins. He stated staff also completed the demolition and started the remodeling for the Sheriff's Operation Center that is projected to be open October 2026. This is about $80,000,000.00 worth of projects that staff have either started or will be completing in this FY.

Mr. Goodspeed stated he wanted to go through what the current processes are today and then provide suggestions of how staff can add some transparency and therefore actually expedite the process more smoothly. He stated currently, the end users will submit an approval request for that project during the budget cycle (if it is not a capital replacement project from facilities). Mr. Goodspeed advised that staff then assess the project, noting there is usually not a very detailed scope, nor does staff get into the detailed programming or initiate with an Architect or a Construction Manager (CM) to develop what would be called the "detailed scope" where it can have an accurate rough order of magnitude cost for the project. He clarified that staff assess the project costs internally using RSMeans data, historic costs, data from recent builds, etc., which provides a ballpark of whether the project is going to be in the $2,000,000.00 or $10,000,000.00 range. The project then gets put into the CIP 5-Year cycle. Once that project comes up in the 5-Year CIP, staff are able to start work on it when the funding is allocated. That is when staff actually start going through the design phase. Staff will bring the end user and contractors in to go through the program in order to understand the details of what is needed and do conceptual and schematic designs, then go into construction documents. The important part of that is through that entire process the Board and the public typically only see these projects when they come to be put into the cycle or when staff are actually bidding them in order to approve the construction manager and the architect. Mr. Goodspeed recommended two different approval processes or at least updates to the Board, one is



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when the projects get to schematic design in order to review the projects' square footage, etc., and the other is when there is a change to that project in order to review how that affects the funding, the schedule, and the scope of the project. This way when the project comes to the Board, there would be no controversy or questions at that time, which would make for a smoother process. He recommends that staff provide the Board updates when changes to a project affect the funding, the schedule, and/or the scope of the project changes.
Commissioner Stone stated she supports the proposed CIP process.
Chairman Zalak concurred and stated in some cases, especially on the big projects, it can catch the Board off guard from what it went into and what it came out at two years later.
Commissioner McClain concurred, noting he likes the new CIP process as well.

**UPDATE:** Mr. Bouyounes advised that he had some positive news as it relates to the billing costs of the DJJ, noting it appears that the billing days are going down. For example, in January 2025, the DJJ started at 2,000 billable days and in December it is down to 1,539 billable days.

Commissioner Stone opined that as the Board continues to see what is happening in Tallahassee, there is a chance that it may need to come back with another workshop to address some priorities relating to niceties versus necessities in the community.
General discussion ensued.
Chairman Zalak expressed his appreciation to staff for a great workshop.

There being no further business to come before the Board, the meeting thereupon adjourned at 11:16 a.m.

_____
Carl Zalak, III, Chairman

Attest:

_____
Gregory C. Harrell, Clerk

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# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22842 **Agenda Date:** 5/5/2026 **Agenda No.:** 4.1.

**SUBJECT:**
**Request Approval to Renew Agreement Between the Fifth Judicial Circuit Court and Marion County Board of County Commissioners to Provide Funding for a Court Program Specialist I in Post Adjudication Expansion Drug Court (26-27-02) (Budget Impact - Neutral; expenditure of $102,295.89)**

**INITIATOR:**
**Terry Rogers, Chief Deputy Trial Court Administrator**

**DEPARTMENT:**
**Court Administration**

**DESCRIPTION/BACKGROUND:**
Fifth Judicial Circuit Court is requesting approval to renew an agreement with the Marion County Board of County Commissioners to provide funding for a Court Program Specialist I Fulltime Employee in Post Adjudication Expansion Drug Court (26-27-02). The current agreement expires on June 30, 2026, and is being renewed. The court will reimburse the County for this position upon receipt of invoices submitted to the Court's contract manager.

**BUDGET/IMPACT:**
Neutral; expenditure of $82,295.89, in Salaries and Benefits, as well as $20,000, in Operating expenses, which will be reimbursed.

**RECOMMENDED ACTION:**
Motion to approve and authorize the Chairman to execute the agreement between the Fifth Judicial Circuit Court and Marion County Board of County Commissioners to provide funding for a Court Program Specialist I in Post Adjudication Expansion Drug Court (26-27-02).

# LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Devaney (Last) Kristina (First) (Dept) Court Admin

(Title) Court Operations Manager (Phone) 352.401.6796

Signature [signature] Date Wednesday, April 22, 2026

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☑ New Document ☐ Review & Comment ☐ RESUBMIT LRM No. ☐ Approve as to Form ☐ Other

Description of Request

Please review and approve the attached agreement 26-27-02 between the BOCC and the Fifth Judicial Circuit Office of Court Administration. The previous agreement will expire on June 30, 2026. This agreement is for the state 2026-2027 fiscal year and will provide funding through reimbursement to the county for a Court Program Specialist position for Expansion Drug Court as well as operational expenses.

For more information or discussion, contact: ☐ Same as above

(Name) Wolgamuth (Last) Roy (First) (Title) General Counsel (Phone) 352.266.9757

Agenda Item? ☑ Yes ☐ No Agenda Date: Tuesday, May 19, 2026

Agenda Deadline Date for **Legal:** Friday, April 24, 2026 Agenda Deadline Date for **Admin:**

**Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.**

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2026-332

Assigned to: ☐ Matthew Guy Minter, County Attorney ☐ Dana E. Olesky, Chief Asst. County Attorney ☒ Thomas Schwartz Asst. County Attorney ☐ Valdoston Shealey Asst. County Attorney

Outcome: Date Received:

☑ Approved as to form and legal sufficiency

☐ Approved with revisions: ☐ Suggested ☐ Completed

☐ Other:

**RECEIVED**
**By Marion County Attorney-WN at Apr 23, 2026**

Attorney Signature: [signature] Date 4/23/26

Staff Signature: [signature] Completed Date: 4/23/26 Returned: ☑ Department ☐ Admin ☐

Rev 11/22/2023

**FIFTH JUDICIAL CIRCUIT OFFICE OF COURT ADMINISTRATION**
**MARION COUNTY, FLORIDA**

**THIS AGREEMENT** is between THE FIFTH JUDICIAL CIRCUIT OFFICE OF COURT ADMINISTRATION (hereinafter "Court") and MARION County, more specifically, the MARION COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida (hereinafter "Recipient").

## I. THE RECIPIENT AGREES:

### A. Agreement Document

1. To provide commodities and services indicated on Attachment A in accordance with the terms and conditions specified in this agreement.
2. That this agreement consists of all attached documents.

### B. Governing Law

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

### C. Invoicing and Travel

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

   Marion County Courthouse
   Office of Court Administration
   Attention: Debbie Clark, Contract Manager
   110 NW First Ave.
   Ocala, FL 34475

### D. Records and Retention

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

### E. Audits, Inspections, Investigations and Monitoring

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

4. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Office of the Inspector General (§20.055, Florida Statutes), and/or the Auditor General of Florida.
5. To include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.
6. To provide a financial and compliance audit to Court as specified in Attachment F, Part 1 and to ensure that all related party transactions are disclosed to the auditor.

**F. Indemnification**

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

**G. Insurance**

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

**H. Safeguarding Confidential Information**

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

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

**I. Assignments and Subcontracts**

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

**J. Return of Funds**

To return to Court any overpayments due to unearned funds or funds disallowed pursuant to the terms and conditions of this contract that were disbursed to the Recipient by the Court. In the event that the Recipient or its independent auditor discovers that an overpayment has been made, the Recipient shall repay said overpayment within five (5) business days of discovery. In the event that the Court first discovers an overpayment has been made, the Contract Manager, on behalf of the Court, will notify the Recipient by letter of such findings. Should repayment not be made within thirty (30) calendar days of the notification by the Court, the Recipient will be charged at the lawful rate of interest on the outstanding balance after the Court's notification or Recipient discovery.

**K. Non-discrimination Requirements**

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

**L. Employment of Illegal Aliens / E-Verify Requirement**

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

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

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

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

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

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

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

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

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

**M. Independent Capacity of the Recipient**

1. To act in the capacity of an independent contractor and not as an officer, employee of the Court. Neither the Recipient nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the Court in any manner.
2. That this Agreement does not entitle the Recipient, its employees, sub-recipients or subcontractors to any right or benefit of state employment, including, but not limited to state retirement, leave benefits or any other benefits of state employment as a result of performing the duties or obligations of this Agreement.
3. To take such actions as may be necessary to ensure that each subcontractor of the Recipient will be deemed an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the Court.

4. That the Court will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Recipient, or its subcontractor or assignee, unless specifically agreed to by the Court in this Agreement.
5. That all deductions for social security, withholding taxes, income taxes, garnishment or other reductions in pay, contributions to unemployment compensation funds and all necessary insurance for the Recipient, the Recipient's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Recipient.

**N. Sponsorship**

THIS SECTION INTENTIONALLY OMITTED

**O. Publicity**

THIS SECTION INTENTIONALLY OMITTED

**P. Final Invoice Process**

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

**Q. Lobbying**

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

**R. Patents, Copyrights, Royalties and Rights to Products**

THIS SECTION INTENTIONALLY OMITTED

**S. Criminal History Records Checks**

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

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

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

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

**T. CONFIDENTIALITY BREACH REPORTING AND NOTIFICATION RESPONSIBILITY**

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

**II. THE COURT AGREES:**

**A. Contract Amount**

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

**B. Contract Payment**

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

That pursuant to §215.422, F.S., the Court has twenty (20) business days to inspect the documentation regarding the delivery of the goods and services provided by the Recipient, unless a different period has been agreed to by the parties. If payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Court or the date on which the documents regarding the delivery of the goods or services are approved, a separate interest penalty set by the Chief Financial Officer pursuant to §55.03, F.S., will be due and payable in addition to the invoice amount.

**C. Payment Inquiries**

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

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

**B. Non- Renewal**
**Funding is subject to the Florida Legislature. Funding is available based on the State of Florida Fiscal Year from July 1, 2026 to June 30, 2027. The Florida Legislature appropriated general revenue funding for use to the Felony Post-Adjudicatory Drug Court Expansion program in Marion County, Florida. As such, this contract has no provision for renewal.**

**C. Corrective Action Plan**

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

**D. Termination**

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

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

**E. Renegotiations or Modifications**

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

**F. Notice**

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

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

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

   Marion County, Florida Board of County Commissioners
   601 SE 25th Avenue
   Ocala, FL 32778

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

   **Debbie Clark, Contract Manager**
   110 NW First Ave.
   Ocala, FL 34475

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

   Jeffery K. Fuller, Trial Court Administrator
   110 NW 1st Avenue
   Room 577
   Ocala, FL 34475

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

   Marion County Courthouse
   Office of Court Administration
   Attention: Debbie Clark, Contract Manager
   110 NW First Ave.
   Ocala, FL 34475

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

**H. All Terms and Conditions Included**

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

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

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

**IN WITNESS THEREOF,** the parties hereto have caused this 17 page contract to be executed by their undersigned officials as duly authorized.

**BOARD OF COUNTY COMMISSIONERS**
**MARION COUNTY, FLORIDA**

**SIGNED BY:** _____

**NAME:** Carl Zalak, III

**TITLE:** Chairperson of the Board of Marion County Commissioners

**DATE:** _____

**F596000735012**

**MFMP Vendor # 59-6000735**

**FFIN**

**Approved as to form and legality**

For: _____

**County Attorney**

**THE FIFTH JUDICIAL CIRCUIT OFFICE OF COURT ADMINISTRATION**

**SIGNED BY:** Daniel B. Merritt, Jr.

**NAME:** Daniel B. Merritt, Jr.

**TITLE:** Chief Judge, Fifth Judicial Circuit

**DATE:** 4-22-26

**Reviewed as to legal form and sufficiency**

April 21, 2026

**Roy L. Wolgamuth, Esquire**

**General Counsel, Fifth Judicial Circuit**

# Attachment A - Scope of Work

## PART 1 – GENERAL INFORMATION

Section A – Background and Purpose

The Florida Legislature has appropriated recurring, general revenue funds to Marion County for felony post-adjudicatory drug court expansion program. The program provides essential substance abuse and other treatment services, and community supervision to participants who have been arrested for a criminal offense as permitted in section 397.334, Florida Statutes.

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

Section B – Objective

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

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

## PART 2 – WORK REQUIREMENTS

Section A – Deliverables, Services and Tasks

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

**POSITION 1 – Court Program Specialist I**

The Recipient will provide one (1) full-time equivalent (FTE) staff to serve as a Court Program Specialist I (hereinafter "Case Manager") who will work for the Court in the Fifth Judicial Circuit's Office of Court Administration to coordinate and manage the Marion County Drug Court Post-Adjudication Expansion Program and provide service referrals.

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

The tasks required of this position are:

| TASK SERVICE ID # | TASK SERVICE TITLE | DESCRIPTION/PERFORMANCE STANDARDS/FINICAL CONSEQUENCES |
|---|---|---|
| 1* | Operating Procedures | 1.1. DESCRIPTION: Work with Program Stakeholders to review established operational procedures and processes for revision to maximize the efficiency of the program. The procedures must address, at a minimum, the topics of:<br>1.1.1. Staffing and scheduling<br>1.1.2. Participant intake process<br>1.1.3. Model orders and forms<br>1.1.4. Case file documentation<br>1.1.5. Database use and inputting as required<br>1.1.6. Referral process<br>1.1.7. Case progress reviews and reporting<br>1.1.8. Court communication<br>1.1.9. Liaison services<br>1.1.10. Consultation services |
| | | 1.2. PERFORMANCE STANDARDS:<br>Review and revise the program operating procedures and present them to the Court for review by January 31st of each calendar year. Incremental updates to incorporate any operational changes made by the court in between annual review and revisions activities will be performed quarterly, as needed. |
| | | 1.3. FINANCIAL CONSEQUENCES |

| | | |
|---|---|---|
| | | If the revised draft operating procedures is not submitted to the Court by January 31st, $50 will be assessed against the invoice reimbursement, unless an extension is granted by the Contract Manager. |
| 2* | Monthly Schedule | 2.1 DESCRIPTION: Draft and update the monthly schedule to include when applicable and not limited to:<br>2.1.1. Court dockets: dates, times, locations, cases included staff assigned to attend<br>2.1.2. Orientation sessions: dates, times, locations participants required to attend and staff assigned to conduct the session<br>2.1.3. Cases scheduled for progress review and reporting<br>2.1.4. Orders and forms due<br>2.1.5. Court requests for information due<br>2.1.6. Consultation sessions |
| | | 2.2 PERFORMANCE STANDARDS:<br>2.2.1. The completed monthly schedule is due for review by the last business day of the month.<br>2.2.2. The Schedule must be finalized the last business day of the month for the upcoming month's activities, subject to revisions as events are modified. |
| | | 2.3 FINANCIAL CONSEQUENCES<br>For each day the draft schedule is not submitted after the date due for review by the Court, $25 will be assessed against the invoice reimbursement, unless an extension is granted by the Contract Manager. |
| 3* | Maintain Databases | 3.1 DESCRIPTION:<br>Maintain and update participant data utilizing the Florida Drug Court Case Management System (FLDCCMS). |
| | | 3.2 PERFORMANCE STANDARDS:<br>Ensure each program participant's progress is recorded in the participant database by the end of each month 100% of the time. |
| | | 3.3 FINANCIAL CONSEQUENCES<br>Each month where a database does not reflect a participant's progress updated in the database records by the end of each month 100% of the time, $25 per participant not updated will be assessed against the invoice reimbursement, up to a maximum of $500, unless an extension has been granted by the Contract Manager. |
| 4* | Dockets & Formal Meeting Attendance | 4.1 DESCRIPTION:<br>Attend the Felony Post-Adjudicatory Drug Expansion Court docket. |
| | | 4.2 PERFORMANCE STANDARDS:<br>Court Case Manager or designee must attend 100% of all Felony Post-Adjudicatory Drug Court Expansion dockets. |
| | | 4.3 FINANCIAL CONSEQUENCES For each Felony Post-Adjudicatory Drug Court Expansion docket missed, an amount of $25 will be assessed for each missed docket up to a total of three (3), after which the amount will increase to $50, from the invoice reimbursement, unless an absence is approved by the Contract Manager in advance. |
| 5* | Bi-Weekly Staffings | 5.1 DESCRIPTION: Employee, or designee, attend bi-weekly staffings, subject to change based on the presiding judge's schedule, to:<br>5.1.1 Discuss the upcoming docket<br>5.1.2 Confirm new assignments, appointments, meetings and events.<br>5.1.3. Review pre-trial assessment packets.<br>5.1.4 Review outstanding cases and assignments, especially any cases with no new activity or progress for the week. |
| | | 5.2PERFORMANCE STANDARDS:<br>A minimum of two (2) staffing will be held each month, subject to change based upon the presiding judge's schedule. |
| | | 5.3 FINANCIAL CONSEQUENCES:<br>For each month less than two (2) weekly staff meetings are held, $50 per missed meeting will be assessed against the invoice reimbursement, unless excused by Contract Manager in advance. |
| 6. | Orientation Program | DESCRIPTION:<br>Facilitate an orientation program for each incoming participant. Orientation will include, but is not limited to: |

| | | |
|---|---|---|
| | | 6.1.1. Purpose, rules, goals and objectives of the Felony Post-Adjudicatory Drug Court Expansion Program<br>6.1.2. Qualifications for admission and continued participation in the Program<br>6.1.3 Expectations of the participant<br>6.1.4 Sanctions for non-cooperation, lack of progress, and failure to meet target goals. |
| | | 6.2 PERFORMANCE STANDARDS:<br>Orientation sessions will be conducted within 7 calendar days of a participant's admission to the Program. |
| | | 6.3 FINANCIAL CONSEQUENCES:<br>If the percentage of orientation sessions not conducted within 7 calendar days of admission to the Program exceeds 5% of the total number of orientation sessions for the month, a $25 per late session fee will be assessed against the invoice reimbursement. |
| 7. | Judicial Consultation Services | DESCRIPTION:<br>Provide consultation with the Court and Court staff on issues relating to participants who are not part of the Felony Post-Adjudicatory Drug Court Expansion Program |
| | | 7.2 PERFORMANCE STANDARDS:<br>7.2.1. Attend all scheduled appointments for consultation.<br>7.2.2. Complete and respond to any requests for consultation by the due date given by the Court or, in the absence of a due date, within fourteen (14) calendar days of the receipt of the consultation request. |
| | | 7.3 FINANCIAL CONSEQUENCES:<br>7.3.1 Failure to attend a scheduled consultation appointment will result in an assessment of $50 against the next invoice reimbursement, unless waived by the Contract Manager.<br>7.3.2 Failure to meet a request response due date will result in a $25 per day late assessment against the invoice reimbursement, unless an extension has been granted by the Contract Manager. |
| 8. | Liaison Services | DESCRIPTION:<br>The Employee will serve as the liaison between the Court and all third parties on all Felony Post-Adjudicatory Drug Court Expansion matters, coordinating all activities through the Contract Manager. |
| | | 8.2. PERFORMANCE STANDARDS:<br>N/A |
| | | 8.3. FINANCIAL CONSEQUENCES:<br>N/A |

| SECTION B – SUPPORTING DOCUMENTATION AND REPORTS | | | |
|---|---|---|---|
| ID # | TITLE | DESCRIPTION | DUE |
| MFR | Monthly Financial Report | Detailed electronic version of the budget and financial report of the revenues and expenditures associated with providing the programs and services detailed in this Agreement by the Recipient. This report must account for all funds disbursed, including funds advances and monthly invoice disbursements for the prior month and cumulative for the fiscal year. Detailed electronic version of the budget and financial report of the revenues and expenditures associated with providing the programs and services detailed in this Agreement by the Recipient. This report must account for all funds disbursed, including funds advances and monthly invoice disbursements for the prior month and cumulative for the fiscal year. | By the 10th of each month for the services delivered the prior month |
| MPSR | Monthly Program Services Report | A summary of the program activities provided to include:<br>1. Monthly program schedule for the upcoming month *(MCFPDCE Schedule for Staffings and Court Dates)*.<br>2. Monthly Felony Post-Adjudicatory Drug Court Expansion docket attendance sheet detailing all dates Felony Post-Adjudicatory Drug Court Expansion dockets were held and whether the Court Case manager attended *(Sign-in Sheets)*. | By the 10th of each month for the services delivered the prior month |

| | | | |
|---|---|---|---|
| | | 3. Monthly incoming participant report in spreadsheet format containing a list of all participants who enrolled in the program within the past month *(New Participant Enrollments)*.<br>4. Monthly participant database containing each program participant's progress in the program *(Participant Status Report)*<br>5. Monthly model order and form database containing each program participant's appropriate orders and forms, as it pertains to their case/s, and the date each order and form was completed *(New Participant Orders/Forms Log)*.<br>6. Monthly Judiciary Consultation log containing requests for consultation by the judiciary, the date of each request, and the date consultation services were administered by the CPS, when applicable *(Judicial Consultation Log)*.<br>7. Monthly staff meetings report containing each meeting date within the month, whether the CPS attended, and the client status report(s) and the new assignments report(s) given to the staffing team during the month *(Felony Post-Adjudicatory Drug Court Expansion Court Staffing)*.<br>8. Monthly pretrial diversion violations and accomplishments document which details each pretrial diversion violation and accomplishment, as well as the date the Court was notified *(Incentive Report and Sanction Report)*.<br>9. Monthly log of defendants identified and assessed containing each defendant identified and/or assessed for the Felony Post-Adjudicatory Drug Court Expansion Program. *(Felony Post-Adjudicatory Drug Court Expansion Court Summary Report)*<br>10. Monthly salary report detailing the hours worked by the CPS on activities directly related to this Agreement, the amount paid to each employee broken down by salary and individual benefits, and the total amount paid to each employee during this Agreement. | |

Section C – Program Administration, Oversight and Monitoring

1. Recipient Reimbursement and Invoicing

1.1. This is a monthly cost reimbursement agreement. Only actual allowable expenditures for providing the services required under this agreement during each month will be reimbursed. All tasks in Part 2, Section A must be performed according to the minimum standards specified to be accepted by the Court.

1.2. Funds may only be used as follows:

1.2.1. Hourly rates for salaries and benefits for the positions identified in Attachment A, Part 2, Section A, of this Agreement, when performing work required under this contract:
1.2.1.1. Court Program Specialist I

1.2.2. Operational expenses including, but not limited to: office supplies, equipment and furnishings, computer equipment and supplies, training and educational costs associated with the Felony Post-Adjudicatory Drug Court Expansion (including registration fees), telephone charges, temporary staffing, medical assessments, and laboratory testing, incurred subsequent to this Agreement.

1.2.3. Other items not listed, but directly connected to providing the services required under this agreement, are reimbursable with the justification and prior approval of the Contract Manager.

1.2.4. Any item $1,000 or greater must have pre-approval of the Contract Manager.

1.2.5. Travel expenses will be reimbursed at rates that do not exceed the maximum rates allowed for State employees found in section 112.061, Florida Statutes. Travel outside of Marion County must be approved in advance by the Contract Manager.

1.3. Expenditures for services provided under this contract will be based on the presentation of evidence validating an allowable, reasonable and customary expense for providing the documents and services as listed in Attachment A, Part 2 Sections A and B. No other compensation will be made.

1.4. Expending funds on an unallowable, unreasonable, or non-customary expense will require the Recipient to pay for the disallowed expense out of its own funds.

1.5. Expenses reimbursed from any other source are not eligible under this Agreement

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

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

1.6.2. A certification statement that the "Expenses being submitted for reimbursement are true and accurate expenditures incurred while providing the services required under our Agreement. All services were provided

in accordance with the terms and conditions of the Agreement and have not been and will not be reimbursed by any other source".

2. Corrective Action

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

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

**PART 3 – ADDITIONAL INFORMATION**

Section A – Confidentiality

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

Section B – State Funding

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

## Attachment B

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

| LINE # | SALARIES AND BENEFITS | SALARY July 1, 2026- June 30, 2027 (12 months) | Benefits (July 1, 2026- June 30, 2027) (12 Months) | ANNUAL EXPENSE |
|---|---|---|---|---|
| 1 | Court Program Specialist I | $57,615.35 | $24,680.54 | |
| 2 | TOTAL | | | **$82,295.89** |

| LINE # | DIRECT EXPENSES | ANNUAL EXPENSE |
|---|---|---|
| 3 | Operational Expenses (*Excess funds realized from unspent salaries and benefits due to position adjustments, savings on benefit costs or vacant positions, may be transferred to this line item and spent on direct operational expenses such as to provide training and education for multidisciplinary problem-solving court team members to gain up-to-date knowledge on best practices, and mileage reimbursement for treatment counselors and case managers.) | $20,000 |
| 4 | TOTAL ALLOCATED | **$102,295.89** |

| | | |
|---|---|---|
| 5 | **NOT TO EXCEED AGREEMENT TOTAL - July 1 2026 to June 30, 2027** | **$102,295.89** |

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

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

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transactions was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*By:*_____

*Date:*_____

## Attachment D intentionally omitted

## Attachment E

**EXHIBIT 1**

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

Chapter 2017-71, Laws of Florida

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

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

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

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

§215.985, Florida Statutes – Transparency in Government Spending

§216.052, Florida Statutes – Community Budget Requests/Appropriations

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

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

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

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

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

## Attachment F - COMPLIANCE MONITORING AND AUDITING

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

### MONITORING

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

### AUDITS

**PART I: STATE FUNDED AGREEMENTS**

1. In the event that the Recipient expends a total amount of state funds equal to or in excess of $750,000 in any fiscal year of such Recipient, the OSCA requires the Recipient to have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Attachment A, Part 3, Section B and Attachment E, Exhibit 1 to this Agreement indicates state funds awarded by the Florida Legislature through OSCA by this Agreement. In determining the state funds expended in its fiscal year, the Recipient shall consider all sources of state funds, including state funds received from OSCA, other state agencies, and other non-state entities. State funds do not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as specified in Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Recipient expends less than $750,000 in state funds in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Recipient expends less than $750,000 in state funds in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

**PART II: REPORT SUBMISSION**

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

   A. The OSCA at the following address:

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

   B. The Contract Manager's Office at the following address:

   Court Administration
   Attn: .Debbie Clark
   Fifth Floor
   550 W Main St.
   Tavares, FL 32778

**PART III: RECORD RETENTION**

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

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22843 **Agenda Date:** 5/5/2026 **Agenda No.:** 4.2.

**SUBJECT:**
**Request Approval to Renew Agreement Between the Fifth Judicial Circuit Court and Marion County Board of County Commissioners to Provide Funding for a Court Program Specialist I in Veterans Treatment Court (26-27-03) (Budget Impact - Neutral; expenditure of $101,331.89)**

**INITIATOR:**
**Terry Rodgers, Chief Deputy Trial Court Administrator**

**DEPARTMENT:**
**Court Administration**

**DESCRIPTION/BACKGROUND:**
Fifth Judicial Circuit Court is requesting approval to enter into an agreement with the Marion County Board of County Commissioners to provide funding for a Court Program Specialist I Fulltime Employee in Veterans Treatment Court (26-27-03). The current agreement expires on June 30, 2026, and is being renewed. The Court will reimburse the County for this position upon receipt of invoices submitted to the Court's Contract Manager.

**BUDGET/IMPACT:**
Neutral; expenditure of $81,331.89, in Salaries and Benefits, as well as $20,000, in Operating expenses, which will be reimbursed.

**RECOMMENDED ACTION:**
Motion to approve and authorize the Chairman to execute the agreement between the Fifth Judicial Circuit Court and Marion County Board of County Commissioners to provide funding for a Court Program Specialist I in Veterans Treatment Court (26-27-03).

# LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Devaney (Last) Kristina (First) (Dept) Court Admin.

(Title) Court Operations Manager (Phone) 352.401.6796

Signature KDS Date Wednesday, April 22, 2026

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☑ New Document ☐ Review & Comment ☐ RESUBMIT LRM No. ☐ Approve as to Form ☐ Other

Description of Request

Please review and approve the attached agreement 26-27-03 between the BOCC and the Fifth Judicial Circuit Office of Court Administration. The previous agreement will expire on June 30, 2026. This agreement is for the state 2026-2027 fiscal year and will provide funding through reimbursement to the county for a Court Program Specialist position for Veterans Treatment Court as well as operational expenses.

For more information or discussion, contact: ☐ Same as above

(Name) Wolgamuth (Last) Roy (First) (Title) General Counsel (Phone) 352.266.9757

Agenda Item? ☑ Yes ☐ No Agenda Date: Tuesday, May 19, 2026

Agenda Deadline Date for **Legal:** Friday, April 24, 2026 Agenda Deadline Date for **Admin:**

**Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.**

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2026-331

Assigned to: ☐ Matthew Guy Minter, County Attorney ☐ Dana E. Olesky, Chief Asst. County Attorney ☒ Thomas Schwartz Asst. County Attorney ☐ Valdoston Shealey Asst. County Attorney

Outcome: Date Received:

☑ Approved as to form and legal sufficiency

☐ Approved with revisions: ☐ Suggested ☐ Completed

☐ Other:

RECEIVED
By Marion County Attorney-WN at Apr 23, 2026

Attorney Signature: Date 4/23/26

Staff Signature: Date: 4/23/26 Returned: ☑ Department ☐ Admin ☐

Completed

Rev 11/22/2023

**FIFTH JUDICIAL CIRCUIT OFFICE OF COURT ADMINISTRATION**
**MARION COUNTY, FLORIDA**

**THIS AGREEMENT** is between THE FIFTH-JUDICIAL CIRCUIT OFFICE OF COURT ADMINISTRATION (hereinafter "Court") and MARION County, more specifically, the MARION COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida (hereinafter "Recipient").

## I. THE RECIPIENT AGREES:

### A. Agreement Document

1. To provide commodities and services indicated on Attachment A in accordance with the terms and conditions specified in this agreement.
2. That this agreement consists of all attached documents.

### B. Governing Law

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

### C. Invoicing and Travel

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

   Court Administration
   Attn: Debbie Clark
   Fifth Floor
   110 NW First Avenue
   Ocala, FL 34475

### D. Records and Retention

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

### E. Audits, Inspections, Investigations and Monitoring

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

4. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Office of the Inspector General (§20.055, Florida Statutes), and/or the Auditor General of Florida.
5. To include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.
6. To provide a financial and compliance audit to Court as specified in Attachment F, Part 1 and to ensure that all related party transactions are disclosed to the auditor.

**F. Indemnification**

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

**G. Insurance**

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

**H. Safeguarding Confidential Information**

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

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

**I. Assignments and Subcontracts**

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

**J. Return of Funds**

To return to Court any overpayments due to unearned funds or funds disallowed pursuant to the terms and conditions of this contract that were disbursed to the Recipient by the Court. In the event that the Recipient or its independent auditor discovers that an overpayment has been made, the Recipient shall repay said overpayment within five (5) business days of discovery. In the event that the Court first discovers an overpayment has been made, the Contract Manager, on behalf of the Court, will notify the Recipient by letter of such findings. Should repayment not be made within thirty (30) calendar days of the notification by the Court, the Recipient will be charged at the lawful rate of interest on the outstanding balance after the Court's notification or Recipient discovery.

**K. Non-discrimination Requirements**

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

**L. Employment of Illegal Aliens / E-Verify Requirement**

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

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

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

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

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

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

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

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

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

**M. Independent Capacity of the Recipient**

1. To act in the capacity of an independent contractor and not as an officer, employee of the Court. Neither the Recipient nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the Court in any manner.
2. That this Agreement does not entitle the Recipient, its employees, sub-recipients or subcontractors to any right or benefit of state employment, including, but not limited to state retirement, leave benefits or any other benefits of state employment as a result of performing the duties or obligations of this Agreement.
3. To take such actions as may be necessary to ensure that each subcontractor of the Recipient will be deemed an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the Court.

4. That the Court will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Recipient, or its subcontractor or assignee, unless specifically agreed to by the Court in this Agreement.
5. That all deductions for social security, withholding taxes, income taxes, garnishment or other reductions in pay, contributions to unemployment compensation funds and all necessary insurance for the Recipient, the Recipient's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Recipient.

**N. Sponsorship**

THIS SECTION INTENTIONALLY OMITTED

**O. Publicity**

THIS SECTION INTENTIONALLY OMITTED

**P. Final Invoice Process**

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

**Q. Lobbying**

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

**R. Patents, Copyrights, Royalties and Rights to Products**

THIS SECTION INTENTIONALLY OMITTED

**S. Criminal History Records Checks**

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

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

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

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

**T. CONFIDENTIALITY BREACH REPORTING AND NOTIFICATION RESPONSIBILITY**

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

**II. THE COURT AGREES:**

**A. Contract Amount**

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

**B. Contract Payment**

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

That pursuant to §215.422, F.S., the Court has twenty (20) business days to inspect the documentation regarding the delivery of the goods and services provided by the Recipient, unless a different period has been agreed to by the parties. If payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Court or the date on which the documents regarding the delivery of the goods or services are approved, a separate interest penalty set by the Chief Financial Officer pursuant to §55.03, F.S., will be due and payable in addition to the invoice amount.

**C. Payment Inquiries**

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

**III. THE RECIPIENT AND THE COURT MUTUALLY AGREE:**

**A. Effective and Ending Dates**

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

**B. Non- Renewal**

Funding is subject to the Florida Legislature. Funding is available based on the State of Florida Fiscal Year from July 1, 2026 to June 30, 2027. The Florida Legislature appropriated general revenue funding for use to the Veterans Treatment Court in Marion County, Florida. As such, this contract has no provision for renewal.

**C. Corrective Action Plan**

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

**D. Termination**

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

be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the Court's right to remedies at law or in equity.

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

**E. Renegotiations or Modifications**

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

**F. Notice**

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

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

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

   Marion County, Florida Board of County Commissioners
   601 SE 25th Avenue
   Ocala, FL 32778

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

   Court Administration
   Debbie Clark
   Fifth Floor
   110 NW First Avenue
   Ocala, FL 34475

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

   Jeffery Fuller, Trial Court Administrator
   110 NW 1st Avenue
   Room 577
   Ocala, FL 34475

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

   Debbie Clark
   Fifth Floor
   110 NW First Avenue
   Ocala, FL 34475

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

**H. All Terms and Conditions Included**

This Agreement and its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms,

conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this Agreement is legally determined unlawful or unenforceable, the remainder of the agreement shall remain in full force and effect and such term or provision shall be stricken. Attachments and exhibits to this contract which apply, and therefore are incorporated by reference include (those indicated with a checked box (☒):

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

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

**IN WITNESS THEREOF,** the parties hereto have caused this 17 page contract to be executed by their undersigned officials as duly authorized.

**BOARD OF COUNTY COMMISSIONERS**
**MARION COUNTY, FLORIDA**

**SIGNED BY:** _____

**NAME:** Carl Zalak III

**TITLE:** Chairperson of the Board of Marion County Commissioners

**DATE:** _____

F596000735012

**MFMP Vendor # 59-6000735**

**FEIN**

**Approved as to form and legality**

For: _____

**County Attorney**

**THE FIFTH JUDICIAL CIRCUIT OFFICE OF COURT ADMINISTRATION**

**SIGNED BY:** Daniel B Merritt Jr

**NAME:** Daniel B. Merritt, Jr.

**TITLE:** Chief Judge, Fifth Judicial Circuit

**DATE:** 4-22-26

**Reviewed as to legal form and sufficiency**

_____ April 21, 2026

**Roy L. Wolgamuth, Esquire**

**General Counsel, Fifth Judicial Circuit**

# Attachment A - Scope of Work

## PART 1 – GENERAL INFORMATION

Section A – Background and Purpose

The Florida Legislature has appropriated recurring, general revenue funds to Marion County for Veterans Treatment Court program. The program provides essential substance abuse and other treatment services, and community supervision to participants who have been arrested for a criminal offense as permitted in section 397.334, Florida Statutes.

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

Section B – Objective

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

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

## PART 2 – WORK REQUIREMENTS

Section A – Deliverables, Services and Tasks

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

**POSITION 1 – Court Program Specialist I**

The Recipient will provide one (1) full-time equivalent (FTE) staff to serve as a Court Program Specialist I (hereinafter "Case Manager") who will work for the Court in the Fifth Judicial Circuit's Office of Court Administration to coordinate and manage the Marion County Veterans Treatment Court Program and provide service referrals.

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

The tasks required of this position are:

| TASK SERVICE ID # | TASK SERVICE TITLE | DESCRIPTION/PERFORMANCE STANDARDS/FINICAL CONSEQUENCES |
|---|---|---|
| 1* | Operating Procedures | 1.1. DESCRIPTION: Work with Program Stakeholders to review established operational procedures and processes for revision to maximize the efficiency of the program. The procedures must address, at a minimum, the topics of:<br>1.1.1. Staffing and scheduling<br>1.1.2. Participant intake process<br>1.1.3. Model orders and forms<br>1.1.4. Case file documentation<br>1.1.5. Database use and inputting as required<br>1.1.6. Referral process<br>1.1.7. Case progress reviews and reporting<br>1.1.8. Court communication<br>1.1.9. Liaison services<br>1.1.10. Consultation services |
| | | 1.2. PERFORMANCE STANDARDS:<br>Review and revise the program operating procedures and present them to the Court for review by January 31st of each calendar year. Incremental updates to incorporate any operational changes made by the court in between annual review and revisions activities will be performed quarterly, as needed. |
| | | 1.3. FINANCIAL CONSEQUENCES<br>If the revised draft operating procedures is not submitted to the Court by January 31st, $50 will be assessed against the invoice reimbursement, unless an extension is granted by the Contract Manager. |

| | | |
|---|---|---|
| 2* | Monthly Schedule | 2.1 DESCRIPTION: Draft and update the monthly schedule to include when applicable and not limited to:<br>2.1.1. Court dockets: dates, times, locations, cases included staff assigned to attend<br>2.1.2. Orientation sessions: dates, times, locations participants required to attend and staff assigned to conduct the session<br>2.1.3. Cases scheduled for progress review and reporting<br>2.1.4. Orders and forms due<br>2.1.5. Court requests for information due<br>2.1.6. Consultation sessions |
| | | 2.2 PERFORMANCE STANDARDS:<br>2.2.1. The completed monthly schedule is due for review by the last business day of the month.<br>2.2.2. The Schedule must be finalized the last business day of the month for the upcoming month's activities, subject to revisions as events are modified. |
| | | 2.3 FINANCIAL CONSEQUENCES<br>For each day the draft schedule is not submitted after the date due for review by the Court, $25 will be assessed against the invoice reimbursement, unless an extension is granted by the Contract Manager. |
| 3* | Maintain Databases | 3.1 DESCRIPTION:<br>Maintain and update participant data utilizing the Florida Drug Court Case Management System (FLDCCMS). |
| | | 3.2 PERFORMANCE STANDARDS:<br>Ensure each program participant's progress is recorded in the participant database by the end of each month 100% of the time. |
| | | 3.3 FINANCIAL CONSEQUENCES<br>Each month where a database does not reflect a participant's progress updated in the database records by the end of each month 100% of the time, $25 per participant not updated will be assessed against the invoice reimbursement, up to a maximum of $500, unless an extension has been granted by the Contract Manager. |
| 4* | Dockets & Formal Meeting Attendance | 4.1 DESCRIPTION:<br>Attend the Veterans Treatment Court docket. |
| | | 4.2 PERFORMANCE STANDARDS:<br>Court Case Manager or designee must attend 100% of all Veterans Treatment Court dockets. |
| | | 4.3 FINANCIAL CONSEQUENCES For each Veterans Treatment Court docket missed, an amount of $25 will be assessed for each missed docket up to a total of three (3), after which the amount will increase to $50, from the invoice reimbursement, unless an absence is approved by the Contract Manager in advance. |
| 5* | Bi-Weekly Staffings | 5.1 DESCRIPTION: Employee, or designee, attend bi-weekly staffings, subject to change based on the presiding judge's schedule, to:<br>5.1.1 Discuss the upcoming docket<br>5.1.2 Confirm new assignments, appointments, meetings and events.<br>5.1.3. Review pre-trial assessment packets.<br>5.1.4 Review outstanding cases and assignments, especially any cases with no new activity or progress for the week. |
| | | 5.2PERFORMANCE STANDARDS:<br>A minimum of two (2) staffing will be held each month, subject to change based upon the presiding judge's schedule. |
| | | 5.3 FINANCIAL CONSEQUENCES:<br>For each month less than two (2) weekly staff meetings are held, $50 per missed meeting will be assessed against the invoice reimbursement, unless excused by Contract Manager in advance. |
| 6. | Orientation Program | DESCRIPTION:<br>Facilitate an orientation program for each incoming participant. Orientation will include, but is not limited to:<br>6.1.1. Purpose, rules, goals and objectives of the Veterans Treatment Court Program<br>6.1.2. Qualifications for admission and continued participation in the Program<br>6.1.3 Expectations of the participant |

| | | |
|---|---|---|
| | | 6.1.4 Sanctions for non-cooperation, lack of progress, and failure to meet target goals. |
| | | 6.2 PERFORMANCE STANDARDS:<br>Orientation sessions will be conducted within 7 calendar days of a participant's admission to the Program. |
| | | 6.3 FINANCIAL CONSEQUENCES:<br>If the percentage of orientation sessions not conducted within 7 calendar days of admission to the Program exceeds 5% of the total number of orientation sessions for the month, a $25 per late session fee will be assessed against the invoice reimbursement. |
| 7. | Judicial Consultation Services | DESCRIPTION:<br>Provide consultation with the Court and Court staff on issues relating to participants who are not part of the Veterans Treatment Court Program |
| | | 7.2 PERFORMANCE STANDARDS:<br>7.2.1. Attend all scheduled appointments for consultation.<br>7.2.2. Complete and respond to any requests for consultation by the due date given by the Court or, in the absence of a due date, within fourteen (14) calendar days of the receipt of the consultation request. |
| | | 7.3 FINANCIAL CONSEQUENCES:<br>7.3.1 Failure to attend a scheduled consultation appointment will result in an assessment of $50 against the next invoice reimbursement, unless waived by the Contract Manager.<br>7.3.2 Failure to meet a request response due date will result in a $25 per day late assessment against the invoice reimbursement, unless an extension has been granted by the Contract Manager. |
| 8. | Liaison Services | DESCRIPTION:<br>The Employee will serve as the liaison between the Court and all third parties on all Veterans Treatment Court matters, coordinating all activities through the Contract Manager. |
| | | 8.2. PERFORMANCE STANDARDS:<br>N/A |
| | | 8.3. FINANCIAL CONSEQUENCES:<br>N/A |

| SECTION B – SUPPORTING DOCUMENTATION AND REPORTS | | | |
|---|---|---|---|
| ID # | TITLE | DESCRIPTION | DUE |
| MFR | Monthly Financial Report | Detailed electronic version of the budget and financial report of the revenues and expenditures associated with providing the programs and services detailed in this Agreement by the Recipient. This report must account for all funds disbursed, including funds advances and monthly invoice disbursements for the prior month and cumulative for the fiscal year. Detailed electronic version of the budget and financial report of the revenues and expenditures associated with providing the programs and services detailed in this Agreement by the Recipient. This report must account for all funds disbursed, including funds advances and monthly invoice disbursements for the prior month and cumulative for the fiscal year. | By the 10th of each month for the services delivered the prior month |
| MPSR | Monthly Program Services Report | A summary of the program activities provided to include:<br>1. Monthly program schedule for the upcoming month *(MCFPDCE Schedule for Staffings and Court Dates)*.<br>2. Monthly Veterans Treatment Court docket attendance sheet detailing all dates Veterans Treatment Court dockets were held and whether the Court Case manager attended *(Sign-in Sheets)*.<br>3. Monthly incoming participant report in spreadsheet format containing a list of all participants who enrolled in the program within the past month *(New Participant Enrollments)*.<br>4. Monthly participant database containing each program participant's progress in the program *(Participant Status Report)* | By the 10th of each month for the services delivered the prior month |

| | | | |
|---|---|---|---|
| | | 5. Monthly model order and form database containing each program participant's appropriate orders and forms, as it pertains to their case/s, and the date each order and form was completed *(New Participant Orders/Forms Log)*.<br>6. Monthly Judiciary Consultation log containing requests for consultation by the judiciary, the date of each request, and the date consultation services were administered by the CPS, when applicable *(Judicial Consultation Log)*.<br>7. Monthly staff meetings report containing each meeting date within the month, whether the CPS attended, and the client status report(s) and the new assignments report(s) given to the staffing team during the month *(Veterans Treatment Court Staffing)*.<br>8. Monthly pretrial diversion violations and accomplishments document which details each pretrial diversion violation and accomplishment, as well as the date the Court was notified *(Incentive Report and Sanction Report)*.<br>9. Monthly log of defendants identified and assessed containing each defendant identified and/or assessed for the Veterans Treatment Court Program. *(Veterans Treatment Court Summary Report)*<br>10. Monthly salary report detailing the hours worked by the CPS on activities directly related to this Agreement, the amount paid to each employee broken down by salary and individual benefits, and the total amount paid to each employee during this Agreement. | |

Section C – Program Administration, Oversight and Monitoring

1. Recipient Reimbursement and Invoicing
   - 1.1. This is a monthly cost reimbursement agreement. Only actual allowable expenditures for providing the services required under this agreement during each month will be reimbursed. All tasks in Part 2, Section A must be performed according to the minimum standards specified to be accepted by the Court.
   - 1.2. Funds may only be used as follows:
     - 1.2.1. Hourly rates for salaries and benefits for the positions identified in Attachment A, Part 2, Section A, of this Agreement, when performing work required under this contract:
       - 1.2.1.1. Court Case Manager CSSC
     - 1.2.2. Operational expenses including, but not limited to: office supplies, equipment and furnishings, computer equipment and supplies, training and educational costs associated with the Veterans Treatment Court (including registration fees), telephone charges, temporary staffing, medical assessments, and laboratory testing, incurred subsequent to this Agreement.
     - 1.2.3. Other items not listed, but directly connected to providing the services required under this agreement, are reimbursable with the justification and prior approval of the Contract Manager.
     - 1.2.4. Any item $1,000 or greater must have pre-approval of the Contract Manager.
     - 1.2.5. Travel expenses will be reimbursed at rates that do not exceed the maximum rates allowed for State employees found in section 112.061, Florida Statutes. Travel outside of Marion County must be approved in advance by the Contract Manager.
   - 1.3. Expenditures for services provided under this contract will be based on the presentation of evidence validating an allowable, reasonable and customary expense for providing the documents and services as listed in Attachment A, Part 2 Sections A and B. No other compensation will be made.
   - 1.4. Expending funds on an unallowable, unreasonable, or non-customary expense will require the Recipient to pay for the disallowed expense out of its own funds.
   - 1.5. Expenses reimbursed from any other source are not eligible under this Agreement
   - 1.6. Invoices with all supporting documentation sufficient to perform a pre-audit and post audit must be submitted by the 10th of each month for the expenditures incurred during the prior month. Invoices must include:
     - 1.6.1. The reports identified in Section B of this attachment.
     - 1.6.2. A certification statement that the "Expenses being submitted for reimbursement are true and accurate expenditures incurred while providing the services required under our Agreement. All services were provided in accordance with the terms and conditions of the Agreement and have not been and will not be reimbursed by any other source".

2. Corrective Action
   - 2.1. The Court may require the Recipient submit a corrective action plan (CAP) to cure any deficiency, non-compliance, non-performance, or unacceptable performance identified by the Court under this agreement. The Court's Contract

Manager will send a notice detailing the deficiencies and the methods and standards used to identify the deficiency(ies). The Recipient will have ten (10) calendar days from receipt of the notice to submit a plan proposing the steps the Recipient will take to cure the deficiencies. The Court will have five (5) calendar days to either accept the plan or require changes.

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

**PART 3 – ADDITIONAL INFORMATION**

Section A – Confidentiality

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

Section B – State Funding

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

## Attachment B

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

| LINE # | SALARIES AND BENEFITS | SALARY July 1, 2026- June 30, 2027 (12 months) | Benefits (July 1, 2026- June 30, 2027) (12 Months) | |
|---|---|---|---|---|
| 1 | Court Program Specialist I | $56,932.32 | $24,399.57 | |
| 2 | **TOTAL** | | | **$81,331.89** |

| LINE # | DIRECT EXPENSES | ANNUAL EXPENSE |
|---|---|---|
| 3 | Operational Expenses (*Excess funds realized from unspent salaries and benefits due to position adjustments, savings on benefit costs or vacant positions, may be transferred to this line item and spent on direct operational expenses such as to provide training and education for multidisciplinary problem-solving court team members to gain up-to-date knowledge on best practices, and mileage reimbursement for treatment counselors and case managers.) | $20,000 |
| 4 | **TOTAL ALLOCATED** | **$101,331.89** |

| | | |
|---|---|---|
| 5 | **NOT TO EXCEED AGREEMENT TOTAL - July 1 2026 to June 30, 2027** | **$101,331.89** |

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

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

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transactions was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*By:*_____

*Date:*_____

## Attachment D intentionally omitted

## Attachment E

**EXHIBIT 1**

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

Chapter 2017-71, laws of Florida

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

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

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

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

§215.985, Florida Statutes – Transparency in Government Spending

§216.052, Florida Statutes – Community Budget Requests/Appropriations

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

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

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

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

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

## Attachment F - COMPLIANCE MONITORING AND AUDITING

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

### MONITORING

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

### AUDITS

**PART I: STATE FUNDED AGREEMENTS**

1. In the event that the Recipient expends a total amount of state funds equal to or in excess of $750,000 in any fiscal year of such Recipient, the OSCA requires the Recipient to have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Attachment A, Part 3, Section B and Attachment E, Exhibit 1 to this Agreement indicates state funds awarded by the Florida Legislature through OSCA by this Agreement. In determining the state funds expended in its fiscal year, the Recipient shall consider all sources of state funds, including state funds received from OSCA, other state agencies, and other non-state entities. State funds do not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as specified in Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Recipient expends less than $750,000 in state funds in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Recipient expends less than $750,000 in state funds in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

**PART II: REPORT SUBMISSION**

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

   A. The OSCA at the following address:

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

   B. The Contract Manager's Office at the following address:

   Court Administration
   Attn: Debbie Clark
   Fifth Floor
   110 NW First Avenue
   Ocala, FL 34475

**PART III: RECORD RETENTION**

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

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22781 **Agenda Date:** 5/5/2026 **Agenda No.:** 5.1.1.

**SUBJECT:**
**County Transportation Maintenance Fund - Multiple Departments - $200,000**

**INITIATOR:**
**Steven Cohoon, PE, County Engineer**

**DEPARTMENT:**
**Office of the County Engineer**

**DESCRIPTION/BACKGROUND:**
Current expenses are anticipated to exceed available budget in Repairs & Maintenance - Fleet Management. Additional funds of $200,000, will be transferred from the Reserve for Contingencies to allow for continued expenses.

**BUDGET/IMPACT:**
Neutral

**RECOMMENDED ACTION:**
Approve attached Budget Amendment Resolution.

**RESOLUTION NUMBER 26 - R -**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET**

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the CNTY TRANS MAINT FUND:

**Transferred From:**

| Account | Cost Center - Account Title | Amount |
|---|---|---|
| 1020 - 760 - 599101 | ROAD & STREET FACILITIES<br>RESERVE FOR CONTINGENCIES | $200,000 |
| | | **$200,000** |

**Transferred To:**

| Account | Cost Center - Account Title | Amount |
|---|---|---|
| 1020 - 400 - 546257 | TRANSPORTATION<br>REPAIRS/MAINT - FLEET MANAGMNT | $200,000 |
| | | **$200,000** |

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 5th day of May, 2026 that the aforementioned transactions be, and the same are hereby authorized.

**BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA OF MARION COUNTY, FLORIDA**

**Attest:**

Carl Zalak III, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22787 **Agenda Date:** 5/5/2026 **Agenda No.:** 5.1.2.

**SUBJECT:**
**Fine and Forfeiture Fund - State Attorney Technology - $115,700**

**INITIATOR:**
**Kathy LaCorte, Fiscal Director**

**DEPARTMENT:**
**State Attorney**

**DESCRIPTION/BACKGROUND:**
State Attorney Office (SA05) is anticipated to have a shortfall in Aid to Government Agencies (581101) in the amount of $23,400, which supports IT salaries, due to legislative increases in health insurance costs, as well as a cost-of-living adjustment and a special IT merit increase for staff. Additionally, several network switches nearing 15 years of service must be replaced during the current fiscal year to reduce the risk of failure. To support this replacement, $92,300 will be transferred to Machinery and Equipment (564101). Funding to address these needs is available from Operating Supplies-Computer Hardware and Computer Software.

**BUDGET/IMPACT:**
Neutral

**RECOMMENDED ACTION:**
Approve attached Budget Amendment Resolution.

**RESOLUTION NUMBER 26 - R -**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET**

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the FINE AND FORFEITURE FUND:

**Transferred From:**

| Account | Cost Center - Account Title | Amount |
|---|---|---|
| 1010 - 206 - 552106 | STATE ATTORNEY - TECH<br>COMPUTER SOFTWARE | $23,400 |
| 1010 - 206 - 552116 | STATE ATTORNEY - TECH<br>OPER SUPPLIES - COMP HARDWARE | $92,300 |
| | | **$115,700** |

**Transferred To:**

| Account | Cost Center - Account Title | Amount |
|---|---|---|
| 1010 - 206 - 564101 | STATE ATTORNEY - TECH<br>MACHINERY & EQUIPMENT | $92,300 |
| 1010 - 206 - 581101 | STATE ATTORNEY - TECH<br>AID TO GOVERNMENT AGENCIES | $23,400 |
| | | **$115,700** |

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 5th day of May, 2026 that the aforementioned transactions be, and the same are hereby authorized.

**BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA OF MARION COUNTY, FLORIDA**

**Attest:**

Carl Zalak III, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

Rev. 12/30/2020

# MARION COUNTY BOARD OF COUNTY COMMISSIONERS
# BUDGET AMENDMENT REQUEST FORM

04/22/2026
Date

**TO:** **MARION COUNTY BOARD OF COUNTY COMMISSIONERS**

**FROM:** *State Attorney's Office - Kathy LaCorte Fiscal Director*

(Name and Title of Department / Agency Head or Authorized Representative)

| 1010 | FINE AND FORFEITURE FUND |
|---|---|
| Fund number | Fund Name |

TRANSFER FUNDS FROM:

| Org Code | Account Number | Cost Center Name<br>Account Name | AMOUNT |
|---|---|---|---|
| BA206602 | 552116 | STATE ATTORNEY - TECH<br>OPER SUPPLIES - COMP HARDWARE | $ 92,300 |
| BA206602 | 552106 | STATE ATTORNEY - TECH<br>COMPUTER SOFTWARE | 23,400 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | TOTAL | $ 115,700 |

TRANSFER FUNDS TO:

| Org Code | Account Number | Cost Center Name<br>Account Name | AMOUNT |
|---|---|---|---|
| BA206602 | 564101 | STATE ATTORNEY - TECH<br>MACHINERY & EQUIPMENT | $ 92,300 |
| BA206602 | 581101 | STATE ATTORNEY - TECH<br>AID TO GOVERNMENT AGENCIES | 23,400 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | TOTAL | $ 115,700 |

PURPOSE OF REQUEST:

State Attorney Office (SA05) is anticipated to have a shortfall in Aid to Government Agencies (581101) in the amount of $23,400, which supports IT salaries, due to legislative increases in health insurance costs, as well as a cost-of-living adjustment and a special IT merit increase for staff. Additionally, several network switches nearing 15 years of service must be replaced during the current fiscal year to reduce the risk of failure. To support this replacement, $92,300 will be transferred to Machinery and Equipment (564101). Funding to address these needs is available from Operating Supplies—Computer Hardware and Computer Software.

Budget amendment requests must be received in the Budget Office before 10:00 A.M. on the Monday preceding regularly scheduled Tuesday meetings of the Board of County Commissioners. Deadlines may be shortened due to the holidays or other scheduling conflicts.

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22793 **Agenda Date:** 5/5/2026 **Agenda No.:** 5.1.3.

**SUBJECT:**
**Insurance Fund - Insurance - $944,947**

**INITIATOR:**
**Bobbi Perez, Director**

**DEPARTMENT:**
**Human Resources/Risk**

**DESCRIPTION/BACKGROUND:**
Risk has incurred General Liability and Auto Liability claim costs that are higher than anticipated, including several settlements, and the ongoing monthly expenses associated with our contractually required Third-Party Administrator were not incorporated into the original budget appropriation. To resolve the resulting shortfall, the Reserve for Self-Insurance Claims account has been identified as the appropriate source for a one-time transfer, which is expected to fully cover all remaining FY 2025-26 claim obligations absent any catastrophic events.

Future budget estimates have been updated to better reflect claim activity based on the current fiscal year, with the goal of avoiding similar transfer requests going forward. While Risk claim volumes can never be predicted with complete accuracy, next year's projections are now more representative of actual costs experienced.

**BUDGET/IMPACT:**
Neutral

**RECOMMENDED ACTION:**
Approve attached Budget Amendment Resolution.

**RESOLUTION NUMBER 26 - R -**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET**

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the INSURANCE FUND:

**Transferred From:**

| Account | Cost Center - Account Title | Amount |
|---|---|---|
| 5010 - 160 - 599501 | INSURANCE<br>RESERVE FOR SELF INSUR CLAIMS | $944,947 |
| | | **$944,947** |

**Transferred To:**

| Account | Cost Center - Account Title | Amount |
|---|---|---|
| 5010 - 160 - 545601 | INSURANCE<br>CLAIMS - GENERAL LIABILITY | $771,828 |
| 5010 - 160 - 545701 | INSURANCE<br>CLAIMS - AUTOMOTIVE | $173,119 |
| | | **$944,947** |

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 5th day of May, 2026 that the aforementioned transactions be, and the same are hereby authorized.

**BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA OF MARION COUNTY, FLORIDA**

**Attest:**

Carl Zalak III, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22785 **Agenda Date:** 5/5/2026 **Agenda No.:** 5.1.4.

**SUBJECT:**
**Public Improvement Transportation Capital Projects Fund - Public Improvement Transportation Capital - $145,033**

**INITIATOR:**
**Steven Cohoon, PE, County Engineer**

**DEPARTMENT:**
**Office of the County Engineer**

**DESCRIPTION/BACKGROUND:**
Available funds in expense accounts in Fund 3023 do not match the actual amount carried forward from the previous fiscal year. This adjustment increases the Balance Forward budget to match actuals, and in turn increases the available money in expense accounts. Additionally, the two affected expense accounts, Land and Improvements, are being adjusted to match project funding levels. Per Budget Department direction, Balances Forward will be increased by $91,027, Land will be decreased by $54,006, and Improvements will be increased by $145,033.

**BUDGET/IMPACT:**
Decrease Public Improvement Transportation Capital Projects Fund allocation by $91,027.

**RECOMMENDED ACTION:**
Approve attached Budget Amendment Resolution and amend the CIP.

**RESOLUTION NUMBER 26 - R -**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET**

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the PUBLIC IMP TRANSP CAP FUND:

**Transferred From:**

| Account | Cost Center - Account Title | Amount |
|---|---|---|
| 3023 - 000 - 399991 | PUBLIC IMP TRANSP CAP FUND DEPARTMENT OPEN BALANCES FWD-CASH-REGULAR | $91,027 |
| 3023 - 762 - 561610 | TRANSPORT IMPROV 2ND 5 CENTS LAND - 2010 TRANSP BOND | $54,006 |
| | | **$145,033** |

**Transferred To:**

| Account | Cost Center - Account Title | Amount |
|---|---|---|
| 3023 - 762 - 563610 | TRANSPORT IMPROV 2ND 5 CENTS IMPROVE - 2010 TRANSP BOND | $145,033 |
| | | **$145,033** |

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 5th day of May, 2026 that the aforementioned transactions be, and the same are hereby authorized.

**BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA OF MARION COUNTY, FLORIDA**

**Attest:**

Carl Zalak III, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22837 **Agenda Date:** 5/5/2026 **Agenda No.:** 5.1.5.

**SUBJECT:**
**Solid Waste Disposal Fund - Solid Waste Disposal - $65,000**

**INITIATOR:**
**Mark Johnson, Director**

**DEPARTMENT:**
**Solid Waste**

**DESCRIPTION/BACKGROUND:**
A budget amendment is necessary to realign accounts and ensure sufficient funding for expenditures through the remainder of the fiscal year, as additional training opportunities not included in the original budget have arisen and fleet repair and maintenance costs are trending higher than initially projected; however, adequate funds are available within the Operating Supplies account to cover these increases.

**BUDGET/IMPACT:**
Neutral

**RECOMMENDED ACTION:**
Approve attached Budget Amendment Resolution.

**RESOLUTION NUMBER 26 - R -**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET**

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the SOLID WASTE DISPOSAL FUND:

**Transferred From:**

| Account | Cost Center - Account Title | Amount |
|---|---|---|
| 4010 - 423 - 552108 | SOLID WASTE DISPOSAL<br>OPERATING SUPPLIES | $65,000 |
| | | **$65,000** |

**Transferred To:**

| Account | Cost Center - Account Title | Amount |
|---|---|---|
| 4010 - 423 - 546257 | SOLID WASTE DISPOSAL<br>REPAIRS/MAINT - FLEET MANAGMNT | $60,000 |
| 4010 - 423 - 555501 | SOLID WASTE DISPOSAL<br>TRAINING & EDUCATION | $5,000 |
| | | **$65,000** |

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 5th day of May, 2026 that the aforementioned transactions be, and the same are hereby authorized.

**BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA OF MARION COUNTY, FLORIDA**

**Attest:**

Carl Zalak III, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22838 **Agenda Date:** 5/5/2026 **Agenda No.:** 5.1.6.

**SUBJECT:**
**Solid Waste Disposal Fund - Solid Waste Disposal - $183,000**

**INITIATOR:**
**Mark Johnson, Director**

**DEPARTMENT:**
**Solid Waste**

**DESCRIPTION/BACKGROUND:**
A budget amendment is necessary to realign accounts and ensure sufficient funding for the remainder of the fiscal year, including increased allocations for Rentals and Leases for vehicle cameras, Office Supplies due to rising paper costs, and Fleet Repairs and Maintenance as expenses are exceeding initial projections; sufficient funds are available within the Reserves for Capital Outlay account to offset these increases.

**BUDGET/IMPACT:**
Neutral

**RECOMMENDED ACTION:**
Approve attached Budget Amendment Resolution.

**RESOLUTION NUMBER 26 - R -**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET**

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the SOLID WASTE DISPOSAL FUND:

**Transferred From:**

| Account | Cost Center - Account Title | Amount |
|---|---|---|
| 4010 - 423 - 599302 | SOLID WASTE DISPOSAL<br>RESERVE FOR CAPITAL OUTLAY | $183,000 |
| | | **$183,000** |

**Transferred To:**

| Account | Cost Center - Account Title | Amount |
|---|---|---|
| 4010 - 425 - 544101 | SOLID WASTE COLLECTION<br>RENTALS & LEASES - EQUIPMENT | $2,000 |
| 4010 - 425 - 546257 | SOLID WASTE COLLECTION<br>REPAIRS/MAINT - FLEET MANAGMNT | $180,000 |
| 4010 - 425 - 551101 | SOLID WASTE COLLECTION<br>OFFICE SUPPLIES | $1,000 |
| | | **$183,000** |

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 5th day of May, 2026 that the aforementioned transactions be, and the same are hereby authorized.

**BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA OF MARION COUNTY, FLORIDA**

**Attest:**

Carl Zalak III, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22839 **Agenda Date:** 5/5/2026 **Agenda No.:** 5.1.7.

**SUBJECT:**
**Solid Waste Disposal Fund - Solid Waste Recycling - $28,500**

**INITIATOR:**
**Mark Johnson, Director**

**DEPARTMENT:**
**Solid Waste**

**DESCRIPTION/BACKGROUND:**
A budget amendment is necessary to realign funds and ensure adequate coverage for expenditures through the remainder of the fiscal year, including increased allocations for Gasoline, Oil, and Lubricants due to rising fuel costs; Training for unplanned opportunities; Operating Supplies to support day-to-day site needs; and Communications to facilitate the transition from high-cost handheld radios to cell phones at the recycling centers; sufficient funds are available within the Repairs and Maintenance Equipment account to offset these increases.

**BUDGET/IMPACT:**
Neutral

**RECOMMENDED ACTION:**
Approve attached Budget Amendment Resolution.

**RESOLUTION NUMBER 26 - R -**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET**

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the SOLID WASTE DISPOSAL FUND:

**Transferred From:**

| Account | Cost Center - Account Title | Amount |
|---|---|---|
| 4010 - 427 - 546301 | SOLID WASTE RECYCLING<br>REPAIRS/MAINT - EQUIPMENT | $28,500 |
| | | **$28,500** |

**Transferred To:**

| Account | Cost Center - Account Title | Amount |
|---|---|---|
| 4010 - 427 - 541101 | SOLID WASTE RECYCLING<br>COMMUNICATIONS SERVICES | $4,000 |
| 4010 - 427 - 552101 | SOLID WASTE RECYCLING<br>GASOLINE, OIL & LUBRICANTS | $3,000 |
| 4010 - 427 - 552108 | SOLID WASTE RECYCLING<br>OPERATING SUPPLIES | $20,000 |
| 4010 - 427 - 555501 | SOLID WASTE RECYCLING<br>TRAINING & EDUCATION | $1,500 |
| | | **$28,500** |

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 5th day of May, 2026 that the aforementioned transactions be, and the same are hereby authorized.

**BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA OF MARION COUNTY, FLORIDA**

**Attest:**

Carl Zalak III, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

**BUDGET AMENDMENT NUMBER 2026 - 8 - 7**

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22784 **Agenda Date:** 5/5/2026 **Agenda No.:** 5.1.8.

**SUBJECT:**
**Stormwater Fund - Stormwater Program - $210,000**

**INITIATOR:**
**Steven Cohoon, PE, County Engineer**

**DEPARTMENT:**
**Office of the County Engineer**

**DESCRIPTION/BACKGROUND:**
The Board of County Commissioners approved grant funding from Florida Department of Environmental Protection (FDEP) to go toward the Marion County Adaptation Plan project being administered by the Stormwater division of the Office of the County Engineer. This adjustment recognizes the expected reimbursement. FDEP-BMAP Support and the Reserve for Contingencies will both be increased by $210,000.

**BUDGET/IMPACT:**
Increase Stormwater Fund allocation by $210,000.

**RECOMMENDED ACTION:**
Approve attached Budget Amendment Resolution.

**RESOLUTION NUMBER 26 - R -**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET**

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the STORMWATER PROGRAM:

**Transferred From:**

| Account | Cost Center - Account Title | Amount |
|---|---|---|
| 1131 - 430 - 337350 | STORMWATER PROGRAM<br>FDEP-BMAP SUPPORT | $210,000 |
| | | **$210,000** |

**Transferred To:**

| Account | Cost Center - Account Title | Amount |
|---|---|---|
| 1131 - 430 - 599101 | STORMWATER PROGRAM<br>RESERVE FOR CONTINGENCIES | $210,000 |
| | | **$210,000** |

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 5th day of May, 2026 that the aforementioned transactions be, and the same are hereby authorized.

**BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA OF MARION COUNTY, FLORIDA**

**Attest:**

Carl Zalak III, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22795 **Agenda Date:** 5/5/2026 **Agenda No.:** 5.2.1.

**SUBJECT:**
**Present the Acquisition or Disposition of Property Forms Authorizing Changes in Status, as Follows: 050667, 052188, 140750D and IT Disposition List**

**INITIATOR:**
**Jennifer Cole, Finance Director**

**DEPARTMENT:**
**Clerk of Court**

**DESCRIPTION/BACKGROUND:**
Disposition of assets from various departments as listed on attached forms.

**BUDGET/IMPACT:**
None

**RECOMMENDED ACTION:**
Request approval of Acquisition-Disposition forms.

# GREGORY C. HARRELL

**CLERK OF COURT AND COMPTROLLER MARION COUNTY, FLORIDA**

P.O. BOX 1030 OCALA, FLORIDA 34478-1030

TELEPHONE (352) 671-5520 WWW.MARIONCOUNTYCLERK.ORG


## ACQUISITION - DISPOSITION FORM

TO: Finance From: State Attorney Date: 04/14/2026

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

| Asset# | Location | Serial Number |
|---|---|---|
| 050667 | STATE ATTY | 23837574657 |

| Description | Year Aquired |
|---|---|
| SURFACE BOOK 2 | 2018 |

Acquisition: ☐ Asset/Vehicle Number Being Replaced: (If Applicable) ☐ Please attach a copy of the invoice for acquisitions

Disposal: ☑ Disposal Reason: Obsolete

Disposal Method: Discarded Disposal Location:

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Cindy Harper Digitally signed by Cindy Harper Date: 2026.04.15 17:03:38 -04'00'

Secondary Signature:

(If Applicable) _____

Fleet Signature:

(If Applicable) _____

BCC Chairman Signature: _____

Forward copy of approved form to: Clerk of Court and Comptroller-Finance Department. Please include a copy of the loss report for all risk claims.

Use SEE ATTACHED in the Asset# column for disposal lists.

# GREGORY C. HARRELL

CLERK OF COURT AND COMPTROLLER MARION COUNTY, FLORIDA
P.O. BOX 1030 OCALA, FLORIDA 34478-1030
TELEPHONE (352) 671-5520 WWW.MARIONCOUNTYCLERK.ORG

## ACQUISITION - DISPOSITION FORM

TO: Finance From: State Attorney Date: 04/14/2026

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

| Asset# | Location | Serial Number |
|---|---|---|
| 052188 | STATE ATTY | 021079283857 |

| Description | Year Aquired |
|---|---|
| SURFACE PRO 2 | 2018 |

Acquisition: ☐ Asset/Vehicle Number Being Replaced: (If Applicable) ☐ Please attach a copy of the invoice for acquisitions

Disposal: ☑ Disposal Reason: Obsolete

Disposal Method: Discarded Disposal Location:

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Cindy Harper Digitally signed by Cindy Harper Date: 2026.04.15 17:03:14 -04'00'

Secondary Signature:

(If Applicable) _____

Fleet Signature:

(If Applicable) _____

BCC Chairman Signature: _____

Forward copy of approved form to: Clerk of Court and Comptroller-Finance Department. Please include a copy of the loss report for all risk claims.

Use SEE ATTACHED in the Asset# column for disposal lists.

# GREGORY C. HARRELL

**CLERK OF COURT AND COMPTROLLER MARION COUNTY, FLORIDA**

P.O. BOX 1030 OCALA, FLORIDA 34478-1030

TELEPHONE (352) 671-5520 WWW.MARIONCOUNTYCLERK.ORG


## ACQUISITION - DISPOSITION FORM

TO: Finance From: Facilities Date: 04/15/2026

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

| Asset# | Location | Serial Number |
|---|---|---|
| 140750D | RTOT | 201218 |

| Description | Year Aquired |
|---|---|
| Generator Kohler 20RZ LP gas | 1987 |

Acquisition: ☐ Asset/Vehicle Number Being Replaced: (If Applicable) ☐ Please attach a copy of the invoice for acquisitions

Disposal: ☑ Disposal Reason: beyond repair, engine locked up

Disposal Method: Send to Auction Disposal Location: Delivered to Fleet

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: David Feger Digitally signed by David Feger Date: 2026.04.20 08:06:10 -04'00'

Secondary Signature:

(If Applicable) _____

Fleet Signature:

(If Applicable) _____

BCC Chairman Signature: _____

Forward copy of approved form to: Clerk of Court and Comptroller-Finance Department. Please include a copy of the loss report for all risk claims.

Use SEE ATTACHED in the Asset# column for disposal lists.

# GREGORY C. HARRELL

**CLERK OF COURT AND COMPTROLLER MARION COUNTY, FLORIDA**

P.O. BOX 1030 OCALA, FLORIDA 34478-1030

TELEPHONE (352) 671-5520 WWW.MARIONCOUNTYCLERK.ORG


## ACQUISITION - DISPOSITION FORM

TO: Finance From: Information Technology Date: 04/14/2026

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

| Asset# | Location | Serial Number |
|---|---|---|
| | | |

| Description | Year Aquired |
|---|---|
| See attached Disposition List | |

Acquisition: ☐ Asset/Vehicle Number Being Replaced: (If Applicable) ☐ Please attach a copy of the invoice for acquisitions

Disposal: ☑ Disposal Reason: Exceeds Useful Life

Disposal Method: Recycled Disposal Location: Delivered to IT

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Vann, Michael Digitally signed by Vann, Michael Date: 2026.04.15 09:24:31 -04'00'

Secondary Signature:

(If Applicable) _____

Fleet Signature:

(If Applicable) _____

BCC Chairman Signature: _____

Forward copy of approved form to: Clerk of Court and Comptroller-Finance Department. Please include a copy of the loss report for all risk claims.

Use SEE ATTACHED in the Asset# column for disposal lists.

| Asset | Description | Serial Number | Fiscal Yr. |
|---|---|---|---|
| 052504 | DP 20190412 DELL LAPTOP LATITUDE 7212 RUGGED EXTREME TABLET | 8SRDTG2 | 2018-2019 |
| 53623 | DP 20200502 CISCO NETWORK SWITCH WS-C3560CX-12PD-S V04 | FOC2431LBY0 | 2019-2020 |
| 53620 | DP 20200499 CISCO NETWORK SWITCH WS-C3560CX-12PD-S V04 | FOC2417L3CF | 2019-2020 |
| 50146 | DP 20180009 DELL LAPTOP LATITUDE 5580 | 1L6MLH2 | 2017-2018 |
| 52861 | DP 20200090 DELL DESKTOP OPTIPLEX 5070 | BSZVH03 | 2019-2020 |
| 052204 | DP 20190008 DELL LAPTOP LATITUDE 5290 2-IN-1 | DPZCMQ2 | 2018-2019 |
| 53698 | DP 20190510 DELL LAPTOP LATITUDE 7200 2-IN-1 | CLSW5Y2 | 2018-2019 |
| 52992 | DP 20200106 DELL LAPTOP LATITUDE 7200 2-IN-1 | 13Q0M13 | 2019-2020 |
| 53019 | DP 20200110 DELL LAPTOP LATITUDE 7200 2-IN-1 | FGW0M13 | 2019-2020 |
| 53018 | DP 20200109 DELL LAPTOP LATITUDE 7200 2-IN-1 | 95D7L13 | 2019-2020 |
| 53021 | DP 20200112 DELL LAPTOP LATITUDE 7200 2-IN-1 | FLW0M13 | 2019-2020 |
| 53022 | DP 20200113 DELL LAPTOP LATITUDE 7200 2-IN-1 | 6NC8L13 | 2019-2020 |
| 53023 | DP 20200114 DELL LAPTOP LATITUDE 7200 2-IN-1 | D908L13 | 2019-2020 |
| 53024 | DP 20200115 DELL LAPTOP LATITUDE 7200 2-IN-1 | 25D7L13 | 2019-2020 |
| 53025 | DP 20200116 DELL LAPTOP LATITUDE 7200 2-IN-1 | 3PW0M13 | 2019-2020 |
| 53026 | DP 20200117 DELL LAPTOP LATITUDE 7200 2-IN-1 | BBY7L13 | 2019-2020 |
| 53027 | DP 20200118 DELL LAPTOP LATITUDE 7200 2-IN-1 | 7VP0M13 | 2019-2020 |
| 53028 | DP 20200119 DELL LAPTOP LATITUDE 7200 2-IN-1 | DZW0M13 | 2019-2020 |
| 53029 | DP 20200120 DELL LAPTOP LATITUDE 7200 2-IN-1 | D6D7L13 | 2019-2020 |
| 53030 | DP 20200121 DELL LAPTOP LATITUDE 7200 2-IN-1 | BNC8L13 | 2019-2020 |
| 53031 | DP 20200122 DELL LAPTOP LATITUDE 7200 2-IN-1 | DKW0M13 | 2019-2020 |
| 53032 | DP 20200123 DELL LAPTOP LATITUDE 7200 2-IN-1 | HTP0M13 | 2019-2020 |
| 53033 | DP 20200124 DELL LAPTOP LATITUDE 7200 2-IN-1 | BZW0M13 | 2019-2020 |
| 53034 | DP 20200125 DELL LAPTOP LATITUDE 7200 2-IN-1 | HZW0M13 | 2019-2020 |
| 53035 | DP 20200126 DELL LAPTOP LATITUDE 7200 2-IN-1 | C2Q0M13 | 2019-2020 |
| 53036 | DP 20200127 DELL LAPTOP LATITUDE 7200 2-IN-1 | J8D7L13 | 2019-2020 |
| 53037 | DP 20200128 DELL LAPTOP LATITUDE 7200 2-IN-1 | GS67L13 | 2019-2020 |
| 047637 | DP N/A HEWLETT PACKARD DESIGNJET PLOTTER T2500 | CN48P9H02T | N/A |
| 53038 | DP 20200129 DELL LAPTOP LATITUDE 7200 2-IN-1 | CG67L13 | 2019-2020 |
| 53020 | DP 20200249 DELL LAPTOP LATITUDE 7200 2-IN-1 | 18C1P13 | 2019-2020 |
| 53016 | DP 20200611 DELL LAPTOP LATITUDE 7210 2-IN-1 | GQQLM53 | 2019-2020 |
| 53699 | DP 20200612 DELL LAPTOP LATITUDE 7210 2-IN-1 | 860NM53 | 2019-2020 |
| 53700 | DP 20200613 DELL LAPTOP LATITUDE 7210 2-IN-1 | 12NMM53 | 2019-2020 |
| 53103 | DP 20200204 DELL LAPTOP LATITUDE 7220 RUGGED EXTREME TABLET | 74NNTG2 | 2019-2020 |
| 134 | DP 20200235 DELL LAPTOP LATITUDE 7220 RUGGED EXTREME TABLET | G2NNTG2 | 2019-2020 |

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22847 **Agenda Date:** 5/5/2026 **Agenda No.:** 6.1.

**SUBJECT:**
**PUBLIC HEARING to Consider an Ordinance Amending the Marion County Code, Creating Section 18-8, Entitled Nonconsensual Towing and a Resolution Establishing Maximum Rates for Nonconsensual Towing Services and Storage of Vehicles and Vessels**

**INITIATOR:**
**Matthew G. Minter, County Attorney**

**DEPARTMENT:**
**County Attorney**

**DESCRIPTION/BACKGROUND:**
Section 125.0103(1)(c), Florida Statutes, requires counties to establish maximum rates to be charged for the towing of vehicles from public or private property, removal and storage of wrecked or disabled vehicles from an accident scene or for the removal and storage of vehicles, in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle.

It was brought to Marion County's attention that we do not have an ordinance pertaining to nonconsensual towing, and as a result, citizens who need the services are being charged rates from Alachua County. The proposed ordinance will establish a new section in the Marion County Code for nonconsensual towing. The maximum rates will be established by resolution, which will also be considered during the public hearing.

**BUDGET/IMPACT:**
None

**RECOMMENDED ACTION:**
Motion to Approve an Ordinance Amending the Marion County Code, Creating Section 18-8, Entitled Nonconsensual Towing and Approve the Resolution Establishing the Maximum Rates for Nonconsensual Towing Services and Storage of Vehicles and Vessels.

**ORDINANCE NO. 2026-___**

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA; CREATING SECTION 18-8, MARION COUNTY CODE, ENTITLED NONCONSENSUAL TOWING; ESTABLISHING MAXIMUM RATES FOR NONCONSENSUAL TOWING SERVICES AND STORAGE OF VEHICLES AND VESSELS; PROVIDING FOR A COMPLAINT RESOLUTION PROCESS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** Section 125.0103(1)(c), Florida Statutes, requires counties to establish maximum rates to be charged for the towing of vehicles from or immobilization of vehicles on public or private property, removal and storage of wrecked or disabled vehicles from an accident scene or for the removal and storage of vehicles, in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle; and

**WHEREAS**, House Bill 179, which became effective on July l, 2024, requires counties to also establish a process for investigating and resolving complaints regarding fees charged in excess of the established rates; and

**WHEREAS,** Marion County does not currently have an ordinance pertaining to nonconsensual towing, and as a result, citizens who need the services are being charged rates from other counties; and

**WHEREAS**, this Ordinance is in the best interest of the health, general welfare, and safety of the residents of Marion County as it ensures the Marion County Code remains consistent with Florida law, balances the cost of towing operations, and provides due process to individuals who may be charged more than the established rates in Marion County.

**NOW, THEREFORE, BE IT ORDAINED** by the Board of County Commissioners of Marion County, Florida, as follows:

**SECTION 1. Legal Findings of Fact**. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

**SECTION 2. Code Amendment**. The Marion County Code of Ordinances, Chapter **2 Amendments.** Per section 1-6.3 – Amendments to Code; effect of new ordinance; amendatory language, of the Marion County Code, **Chapter 18** of the Marion County Code, **Traffic**, is hereby amended by creating a section, to be numbered **Section 18-8**, as follows (additions shown in underline text and deletions are shown in ~~strikeout~~ text):

Sec. 18-8. Nonconsensual towing.

(a) As used in this section, the following words and terms shall have the meanings respectively as established below:

*Nonconsensual towing* shall mean the towing or immobilization of a vehicle or vessels without the consent of the vehicle owner or operator when such vehicle or vessel is parked or left on private or public property without authorization of the property owner, or is wrecked or disabled at an accident scene, or the owner or operator is incapacitated, unavailable, or leaves the arrangement for removal and storage to the law enforcement officer on scene, or otherwise does not consent to the removal of the vehicle or vessel.

*Property owner* shall mean that person who exercises dominion and control over a parcel of real property, including but not limited to the legal title holder, lessee, a resident manager, a property manager, or other agent who has legal authority to bind the owner. If the property is a common area maintained, or otherwise in control of, a condominium association, homeowners' association, or property owners' association, a property owner is also defined to mean the designated representative of a condominium association, homeowners' association, or property owners' association. A person providing a towing service may not be appointed as an agent for a property owner.

*Tow or towing* shall mean to pull, draw, or remove any vehicle or vessel with a wrecker by means of a direct attachment, drawbar, or other connection or to carry a vehicle or vessel on a wrecker designed to transport such vehicle from one location to another.

*Towing service* shall include any person, company, corporation, or other entity, whether licensed or not, who engages in or owns or operates a business which engages, in whole or in part, in the towing or removal of vehicles for compensation.

*Vehicle* shall mean any device, in upon, or by which any person or property is or may be transported or drawn upon a street or highway except personal delivery devices, mobile carriers, and devices used exclusively upon stationary rails or tracks.

*Vessel* shall mean every description of watercraft, barge, and airboat used or capable of being used as a means of transportation on water, other than a seaplane or a "documented vessel" as defined in Section 327.02, Florida Statutes.

(b) Establishment of maximum rates for nonconsensual towing services and storage of vehicles and vessels.

(1) The board shall establish by resolution the maximum rates and storage fees which may be charged for nonconsensual towing services when the point of origin of the tow is within the unincorporated areas of Marion County. From time to time, the fees established by the board may be altered, revised, increased, or decreased.

(2) Storage fees may only be assessed after the initial six (6) hour period, beginning with the time the vehicle is delivered to the storage facility. Storage is based on a 24-hour day. Each day starting at 12:01 a.m. After the initial six (6) hour period, the daily rate will apply, and any fraction of a day will count as a full day.

(3) An administrative fee may be charged after the first forty-eight *(*48) hours of storage as long as the company has complied with the requirements of Section 713.78, Florida Statutes, as amended, including execution and mailing of the lien notice. Any expense incurred for an out-of-state records check may be assessed, in addition to the administrative fee, the amount charged by the specific state for the records check. An additional daily storage rate may be charged for any vessel, trailer, or mobile item, whether motorized or not, which is mounted on wheels and attached to a towed vehicle.

(4) Any person or firm providing towing services shall remove and clean up from any street or highway any glass, debris, or other injurious substance deposited upon the street or highway from any wrecked, damaged, or disabled vehicle. Upon notification from a law enforcement agency that a site was not adequately cleaned up, the person or firm that performed the subject towing service shall promptly dispatch to clean the site for no charge.

(5) This article shall not be construed to disallow a law enforcement agency or other party to contract with tow truck operators for nonconsensual towing services at a lower rate.

(6) It shall be unlawful and a violation of this ordinance for any operator, individual, company, or entity to impose rates or fees in excess of the maximum allowable rates established under this section.

(7) In accordance with Section 125.0103(d), Florida Statutes, a person may report any potential violation of the maximum established rates and fees in this section to Marion County Code Enforcement. Marion County Code Enforcement shall investigate the claim utilizing the investigatory procedures in Chapter 2, Marion County Code. If a violation is found, notice shall be provided to the violating tow or storage company. If the violation is not corrected or claim of a violation is denied, the matter shall be heard before the Marion County Code Enforcement Board. The procedures and rights to appeal in Chapter 2, Article V, Marion County Code, shall apply and be followed for all hearings conducted under this section.

**SECTION 3. Inclusion in the Code.** It is the intent of the Board of County Commissioners of Marion County, Florida, and it is hereby provided that the provisions of this ordinance shall become and be part of the Marion County, Florida Code of Ordinances; that the sections of this Ordinance may be re-numbered or re-lettered to accomplish such intent; and that the word "ordinance" may be changed to "section," "article," or other appropriate designation.

**SECTION 4. Conflicting Provisions.** In the event of any conflict between any provision of this Ordinance and any provision of another section of the County Code, the provisions of this Ordinance shall govern.

**SECTION 5. Severability.** Severability is intended throughout and within the provisions of this Ordinance. If any provision, including any exception, part, phrase or term or the application thereof

to any person or circumstance is held preempted or invalid by a Court of appropriate jurisdiction, the application to other persons or circumstances shall not be affected thereby, and the validity of this Ordinance in any and all other respects shall not be affected thereby. The Board of County Commissioners do not intend this Ordinance be held inapplicable in such cases, if any, where its application would be unconstitutional as constitutionally permitted construction is intended and shall be given.

**SECTION 6. Applicability.** This Ordinance shall be applicable in the unincorporated area of Marion County, Florida.

**SECTION 7. Ordinance Cumulative.** This Ordinance shall be cumulative and in addition to any other laws or ordinances in force in Marion County.

**SECTION 8. Effective Date.** A certified copy of this Ordinance shall be filed with the Secretary of State by the Clerk within ten (10) days after enactment by the Board of County Commissioners, as provided in Section 125.66(2)(b), Florida Statutes.

**DULY ADOPTED** on this __ day of ____, 2026.

**BOARD OF COUNTY COMMISSIONERS**
**MARION COUNTY, FLORIDA**

_____
CARL ZALAK, III, CHAIRMAN

**ATTEST:**

_____
GREGORY C. HARRELL, CLERK

**APPROVED AS TO FORM:**

_____
MATTHEW G. MINTER, COUNTY ATTORNEY

**RESOLUTION 26-R-_____**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, SETTING THE MAXIMUM RATES FOR NONCONSENSUAL TOWING AND STORAGE OF VEHICLES AND VESSELS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** pursuant to section 125.0103(d), Florida Statutes, Board of County Commissioners of Marion County, Florida ("Board") must establish the maximum rates which may be charged for the towing of vehicles from or immobilization of vehicles on private or public property, removal and storage of wrecked or disabled vehicles from an accident scene or for the removal and storage of vehicles, in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle; and

**WHEREAS,** the Board enacted Ordinance No. 26-19 establishing a new section in the Marion County Code for nonconsensual towing, which requires a resolution to establish the maximum rates which may be charged; and

**WHEREAS,** the Board has determined the adoption of this Resolution serves the public health, safety, and welfare of the citizens of Marion County; and

**NOW THEREFORE,** be it resolved by the Board of County Commissioners of Marion County, Florida:

**SECTION 1. RECITALS.** The above recitals are hereby incorporated herein by this reference and are deemed a material part of this resolution.

**SECTION 2. SCHEDULE OF FEES.** The County shall adopt the following maximum rates for nonconsensual towing services and storage of vehicles and vessels:

(1) The maximum rates to be charged for nonconsensual towing when the point of origin of the tow is within the unincorporated areas of Marion County, shall be assessed by vehicle type as follows:

i. Class A Vehicles (gross vehicle weight of ten thousand (10,000) pounds or less or vehicle carrying a vessel or trailer fifteen (15) feet or less in length):

| | |
|---|---|
| Tow Base Rate | $120.00 |
| Mileage Rate in addition to Base Rate, per mile, charge upon hook-up | $5.00 |
| Hourly Rate, when unusual circumstances such as overturned or unusually positioned vehicle requiring a special apparatus for removal | $85/hour |
| Storage Fee (inside), per day | $25.00 |
| Storage Fee (outside), per day | $20.00 |

ii. Class B Vehicles (gross vehicle weight of ten thousand one (10,001) pounds or more, but less than nineteen thousand five hundred (19,500) pounds or vehicle carrying a vessel more than fifteen (l5) feet, but less than twenty-two (22) feet in length):

| | |
|---|---|
| Tow Base Rate | $200.00 |
| Mileage Rate in addition to Base Rate, per mile, charge upon hook-up | $5.00 |
| Hourly Rate, when unusual circumstances such as overturned or unusually positioned vehicle requiring a special apparatus for removal, per hour | $130.00 |
| Storage Fee (inside), per day | $45.00 |
| Storage Fee (outside), per day | $30.00 |

iii. Class C Vehicles (gross vehicle weight nineteen thousand five hundred (19,500) or more pounds, but less than twenty-five thousand (25,000) pounds or vehicle carrying a vessel more than twenty-two (22) feet in length):

| | |
|---|---|
| Tow Base Hourly Rate (time starts when wrecker leaves shop and ends when recovery is complete and wrecker returns to shop by most direct route. No additional mileage fee allowed) | $400.00 |
| Landoll Trailer | $350.00 |
| Storage (outside), per day | $55.00 |

iv. Class D Vehicles (gross vehicle weight more than twenty-five thousand (25,000) pounds):

| | |
|---|---|
| Tow Base Hourly Rate (time starts when wrecker leaves shop and ends when recovery is complete and wrecker returns to shop by most direct route. No additional mileage fee allowed) | $500.00 |
| Storage (outside), per day | $80.00 |

v. Rotator/50 Ton:

| | |
|---|---|
| Tow Base Hourly Rate (time starts when wrecker leaves shop and ends when recovery is complete and wrecker returns to shop by most direct route. No additional mileage fee allowed) | $1,000.00 |

vi. The following maximum rates for the rendition of other services apply when the service is performed within an unincorporated area of Marion County:

| | |
|---|---|
| Removal of drive shaft | Hourly rate as set forth above for corresponding class |
| Air hook-up | Hourly rate as set forth above for corresponding class |
| Removal/pull axle | Hourly rate as set forth above for corresponding class |
| Remove bumper | Hourly rate as set forth above for corresponding class |
| Remove air foils hourly | Hourly rate as set forth above for corresponding class |
| Air bags | Hourly rate as set forth above for corresponding class |
| Re-hook fee | $75.00, max be charged in the event that in the surrender of a vehicle or vessel to the owner or owner's representative, the company must use an apparatus or equipment. This fee shall not be charged if the vehicle can be driven or delivered under vehicle's own power. |

| | |
|---|---|
| Access fee, gate fee, or yard fee | $35.00, max be charged for requests made by an owner or owner's legal representative to have access to the vehicle, other than during normal business hours, for the purposes of removing necessary personal property. |
| Extra manpower, per man, per hour | $55.00 |
| Administrative Fee | $30.00 may be charged after the first forty-eight *(*48) hours of storage as long as the company has complied with the requirements of Section 713.78, Florida Statutes, as amended, including execution and mailing of the lien notice. Any expense incurred for an out-of-state records check may be assessed, in addition to the administrative fee of $30.00, the amount charged by the specific state for the records check. |

**SECTION 3. CONFLICT.** All Resolutions in conflict with this Resolution are repealed to the extent necessary to give this Resolution full force and effect.

**SECTION 4. SEVERABILITY.** The provisions of this Resolution are severable. If any word, sentence, clause, phrase or provision of this Resolution for any reason is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this Resolution shall remain in full force and effect**.**

**SECTION 5. EFFECTIVE DATE.** This resolution shall become effective upon adoption.

**DULY ADOPTED** this _____ day of May, 2026.

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS**
**MARION COUNTY, FLORIDA**

_____
**GREGORY C. HARRELL, CLERK**

_____
**CARL ZALAK, III, CHAIRMAN**

**Marion County**
**Board of County Commissioners**

Office of the County Attorney

601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2330
Fax: 352-438-2331

# Proof of Publication

No.: 2026-0096

STATE OF FLORIDA
COUNTY OF MARION
PREPARED BY HEATHER FLYNN:

Before the undersigned authority personally appeared Heather Flynn, who on oath says that they are the Legal Services Manager of Marion County, Florida; that the attached copy of advertisement Notice Of Public Hearing By Marion County Board of County Commission to Consider Adoption of an Ordinance for Tuesday, May 5, 2026 was published on the publicly accessible website, MarionFL.org/LegalNotices, of Marion County, Florida on April 24, 2026.

Affiant further says that the website complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Signature: Heather M Flynn

Date: 04.24.26

☐ Business Impact Estimate published with the advertisement and attached.

THIS SECTION PREPARED BY NOTARY:

Sworn and Subscribed before me this 24th day of April, 2026, by Heather Flynn who is: personally known to me ✓ or who has produced _____ as identification.

Notary Public State of Florida
Wendy A. Nalborczyk
My Commission HH 654631
Expires 3/20/2029

Signature of Notary Public

Notary Public Stamp

ATTACH COPY FROM WEBSITE POSTING

## Legal Notices

# NOTICE OF PUBLIC HEARING BY MARION COUNTY BOARD OF COUNTY COMMISSION TO CONSIDER ADOPTION OF AN ORDINANCE

**Post Date:** 04/24/2026 8:00 AM

The Marion County Board of County Commissioners will hold a public hearing on **Tuesday, May 5, 2026, at 10:00 a.m.,** or as soon thereafter, as may be heard. The meeting will be held at the **McPherson Governmental Campus Auditorium, 601 SE 25th Avenue, Ocala, Florida**, to consider approval of and adoption of a proposed ordinance entitled:

> **AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA; CREATING SECTION 18-8, MARION COUNTY CODE, ENTITLED NONCONSENSUAL TOWING AND TRESPASS TOWING FROM PRIVATE PROPERTY; ESTABLISHING MAXIMUM RATES FOR NONCONSENSUAL TOWING SERVICES AND STORAGE OF VEHICLES AND VESSELS; PROVIDING FOR A COMPLAINT RESOLUTION PROCESS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

The proposed Ordinance may be inspected by the public at the Marion County Attorney's Office, 601 SE 25th Avenue, Ocala, Florida, 34471, Telephone (352) 438-2330.

If reasonable accommodations are needed for persons with disabilities to participate in this meeting, please contact the ADA Coordinator/HR Director at least forty-eight (48) hours in advance at (352) 438-2345, so appropriate arrangements can be made.

All persons are advised that, if they decide to appeal a decision of the Board of County Commissioners of Marion County, Florida at this public hearing they will need a record of the proceedings and, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Effective October 1, 2023, a Florida legislative act relating to local ordinances, amending F.S.125.66(3)(a), requires a Business Impact Statement to be prepared by the governing body of a county before the enactment of a proposed ordinance in accordance with the provisions of F.S., the Business Impact Estimate (BIE) must be publish the County's website and must include certain information, such as a summary of the proposed ordinance, in ng a

statement of the public purpose, an estimate of the direct economic impact, and a good faith estimate of the number of businesses likely to be impacted, and any additional information the governing body determines may be useful. In accordance to F.S. 125.66(3)(a), a number of ordinances are exempt from complying with the business impact statement. Marion County's business impact estimates are posted on the Marion County website under Public Relations at: www.MarionFL.org/BIE. You can find the Business Impact Estimate for this particular notice **here**.

2026-0096

*Return to full list >>*

**Marion County**
**Board of County Commissioners**

Office of the County Attorney

601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2330
Fax: 352-438-2331

# Business Impact Estimate

*In accordance with Section 125.66(3)(a), F.S., a Business Impact Estimate (BIE) is required to be: 1) prepared before enacting certain ordinances and 2) posted on Marion County Board of County Commissioners' website no later than the date the notice proposed enactment/notice of intent to consider the proposed ordinance, is advertised in the newspaper (which, per Section 125.66(2)(a), F.S., is ten (10) days before the Public Hearing).*

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA; CREATING SECTION 18-8, MARION COUNTY CODE, ENTITLED NONCONSENSUAL TOWING AND TRESPASS TOWING FROM PRIVATE PROPERTY; ESTABLISHING MAXIMUM RATES FOR NONCONSENSUAL TOWING SERVICES AND STORAGE OF VEHICLES AND VESSELS; PROVIDING FOR A COMPLAINT RESOLUTION PROCESS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE**

This Business Impact Estimate is provided in accordance with Section 125.66(3)(a), *Florida Statutes*. If one or more boxes are checked below, this means that the Marion County Board of County Commissioners is of the view that a business impact estimate is not required by state law for the proposed ordinance.

Notwithstanding, Marion County is preparing this BIE to prevent an inadvertent procedural issue from impacting the enactment of this proposed Ordinance. Marion County reserves the right to revise this BIE following its initial posting and to discontinue providing this information for proposed ordinances believed to be exempt under state law.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
☐ The proposed ordinance relates to the issuance or refinancing of debt;
☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
☐ The proposed ordinance is an emergency ordinance;
☐ The ordinance relates to procurement; or
☐ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
  c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or

d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

Consistent with the posting requirement set forth in Section 125.66(3)(a), F.S., the County hereby publishes the following BIE information for this proposed ordinance on its website for public viewing and consideration on this **24 day of April, 2026:** (Date being published)

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):
**The proposed ordinance establishes a new section of the code for nonconsensual towing and trespass towing from private property. It sets the maximum tow rates that may be charged by businesses engaging in towing services across all classes, including maximum additional charges for use of specialized equipment. The ordinance also establishes a complaint resolution process. Whereas towing companies have substantial interaction with the public and play an important role in clearing the County's roadways of wrecked vehicles and debris, the proposed ordinance will promote the general economic welfare and safety of the people of Marion County.**

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in unincorporated Marion County, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;
**There is no direct compliance cost for businesses. However, a reduction in the current maximum rates being utilized could have a negative financial impact on the towing companies. Reducing the maximum fees, however, would have a positive impact on the public, who pay such fees.**

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
**There is no new charge or fee specifically imposed for which the tow companies will be financially responsible. However, there will be a cap to the amount that may be charged for towing services imposed by the proposed ordinance, which could result in a negative financial impact on the towing companies. Additionally, should the tow companies be in violation of the ordinance, there may be fines and fees associated with those violations.**

(c) An estimate of Marion County regulatory costs, including estimated revenues from any new charges or fees to cover such costs.
**There are no new regulatory costs that will be incurred with the passage of this ordinance. However, there may be fees incurred due to violations of the ordinance, which could also generate revenue for the County. Those fees will be set by resolution later.**

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
**The estimated businesses that may be impacted by the proposed ordinance are approximately twenty-eight (28) companies currently involved in the towing industry. All other businesses would be affected in the same manner as a member of the public.**

4. Additional information the governing body deems useful (if any):
**Cities may adopt their own fee schedule for towing services in incorporated city limits, which would override the County's rates.**

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22794 **Agenda Date:** 5/5/2026 **Agenda No.:** 7.1.1.

**SUBJECT:**
**Request Board Authorization for County Attorney and County Engineer to Proceed with the Acquisition of Certain Property Interests from Ivan Portal and Annia Gutierrez, or their Successors in Interest, for the SW/NW 80th/70th Avenue Road Construction Project, Within the Purchase Price and Other Parameters Described Herein (Budget Impact - Neutral; expenditure of $38,274.75)**

**INITIATOR:**
**Matthew G. Minter, County Attorney**

**DEPARTMENT:**
**County Attorney**

**DESCRIPTION/BACKGROUND:**
Marion County is currently constructing the SW/NW 80th/70th Avenue Road Construction Project. Acquisition of certain real property interests owned by Ivan Portal and Annia Gutierrez is necessary to complete the project as designed. Mr. Portal and Ms. Gutierrez own a parcel directly east of NW 80th Avenue. The approved roadway alignment necessitates the proposed acquisitions, which include a 0.007-acre "corner clip" taking of the northwest corner of the property, in order to construct the connection of NW 80th Avenue and NW 10th Street, and a 0.019-acre temporary construction easement to facilitate the contractor's activities on NW 80th Avenue. Following extensive negotiations and the filing of a Petition in Eminent Domain, the parties have reached an agreement on the essential terms of a negotiated settlement, which is being presented for the Court's approval via a Stipulated Order of Taking and Final Judgment ("Stipulated OT"). The proposed Stipulated OT provides for the acquisition of the necessary property interests to allow construction to proceed. Staff respectfully requests Board approval of the proposed Stipulated OT, based on the agreed-upon essential terms, and authorization for the County Attorney and County Engineer to finalize and execute the Joint Motion for Entry of the Stipulated OT and any related ancillary documents consistent with those terms that are necessary to complete the acquisitions. Approval of these settlement terms will facilitate the timely completion of the roadway project.

Compensation and Expenses: The most important part of the settlement provides for payment of the constitutional measure of "full compensation" to the property owner for all interests for $18,000.00, including any claims for severance damages or consequential damages. In addition to that, the County will be required to pay the owner's stipulated attorney fees of $15,906.00 and costs of $4,368.75, for **a total cost to the County of $38,274.75.** Payment of these amounts is subject to the Court's execution of a proposed Stipulated Order of Taking and Final Judgment.

This will provide for the acquisition of what has been described in the eminent domain proceedings as **Parcel 22** for the fee simple right-of-way and a temporary construction easement. Descriptions of the acquisition parcel is attached to the proposed Stipulated Order of Taking and Final Judgment.

**BUDGET/IMPACT:**
Expenditure of **$**38,274.75, payable from account #STC073804 CIP TRANSP NEWINF ROW 738 VJ738541 561301

**RECOMMENDED ACTION:**
Motion to approve the proposed Stipulated Order of Taking and Final Judgment to be finalized by the County Attorney and the County Engineer, incorporating the terms described above.

**IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT**
**IN AND FOR MARION COUNTY, FLORIDA**

MARION COUNTY, a political Subdivision of the State of Florida,
Petitioner,
vs.

CASE NO: 2025-CA-2793
PARCEL NOS: 22

ROBERT L. DUNCAN AND BARBARA A. DUNCAN, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., LLG EVENTING, LLC, an Illinois limited liability company, CML HORSES, LLC, an Illinois limited liability company, BEVERLY COVINGTON, BANK OF AMERICA, N.A., RODNEY CONWAY CHIN, IVAN PORTAL, ANNIA GUTIERREZ, HSBC BANK USA, and GEORGE ALBRIGHT, as MARION COUNTY TAX COLLECTOR; and JIMMY COWAN, as MARION COUNTY PROPERTY APPRAISER, and all unknown spouses of the above, if any; their heirs, devisees, assigns, grantees, creditors, lessees, executors, administrators, mortgagees, judgment creditors, trustees, lien holders, persons in possession, successors in interest, or any and all other persons having or claiming to have any right, title, or interest by, through, under, or against the above-named Defendants, or otherwise claiming any right, title, or interest in the real property interests described in this action,
Defendants.
_____/

**STIPULATED ORDER OF TAKING and FINAL JUDGMENT**
**AS TO PROJECT PARCEL 22**
**(with Disbursement Instructions to the Clerk)**

THIS CAUSE came on for consideration by the Court upon a stipulated agreement for Final Judgment between the Petitioner, MARION COUNTY, FLORIDA, and Defendants, IVAN PORTAL, ANNIA GUTIERREZ, and GEORGE ALBRIGHT as MARION COUNTY TAX COLLECTOR; (the "Parties"); it appearing to the Court that the Parties were authorized to enter into such agreement; the court finding that the taking is necessary for a public purpose, and It appearing that proper notice was first given to Defendants, and to all persons having or claiming any equity, lien, title or other interest in or to the property subject to this suit, "Subject Property," as more fully described in the attached **Exhibit "A";** and the Court finding that the compensation to be paid by the Petitioner is full, just, and reasonable for all Parties concerned; the Court being

fully advised in the premises; and the Court finding that all parties have consented to the terms of this **Stipulated Order of Taking and Final Judgment**, it is therefore,

ORDERED AND ADJUDGED:

1. That the Court has jurisdiction of this action, of the Subject Property and of the parties in this cause pursuant to Chapters 73 and 74 of the Florida Statutes.

2. That IVAN PORTAL AND ANNIA GUTIERREZ are the fee simple owners of the Subject Property and that the pleadings in this cause are sufficient as to the Subject Property and that Petitioner is properly exercising its delegated authority, and that the condemnation of the Subject Property is for a valid public purpose and necessary for that purpose. A legal description of Subject Property is attached hereto as **Exhibit "A."**

3. Pursuant to a Joint Motion for Entry of Stipulated Order of Taking and Final Judgment entered into by the Parties, Defendants, shall have and recover from Petitioner the sum of THIRTY EIGHT THOUSAND TWO HUNDRED SEVENTY FOUR Dollars and 75/100 Cents ($38,274.75) in full payment of any and all claims of any nature arising as a result of Petitioner's taking of the subject property, including, without limitation, compensation for land value, improvements, severance damages if any, attorney fees and costs, fees for non-monetary compensation (if any), and expert fees and costs broken out as follows:

(a) EIGHTEEN THOUSAND Dollars and 00/100 Cents ($18,000.00) less pro-rated real property taxes to Defendants IVAN PORTAL AND ANNIA GUTIERREZ, for land value, improvements, damages, moving/ relocation expenses, and all other claims, excluding attorneys' fees and costs;

(b) FIFTEEN THOUSAND NINE HUNDRED SIX Dollars and 00/100 Cents ($15,906.00) as reimbursement for reasonable attorney's fees for the benefit achieved, as stipulated by the Parties, for the services of Joseph Hanratty, Esq.

(c) FOUR THOUSAND THREE HUNDRED SIXTY-EIGHT Dollars and 75/100 Cents ($4,368.75) paid to Joseph Hanratty, Esq., as reimbursement for reasonable expert fees and costs for the benefit achieved, as stipulated by the Parties.

4. Upon entry and within twenty (30) days of this Stipulated Order of Taking and Final Judgment, the Petitioner shall deposit the total sum of THIRTY-EIGHT THOUSAND TWO HUNDRED SEVENTY-FOUR Dollars and 75/100 Cents ($38,274.75) into the Registry of the Court.

5. By the Parties' agreement, that upon deposit of the above sum, within three (3) working days thereafter, without further Order of this Court, the Clerk of the Court shall mail the sum of THIRTY-EIGHT THOUSAND TWO HUNDRED SEVENTY-FOUR Dollars and 75/100 Cents ($38,274.75) dollars made payable to the Law Office of Joseph M. Hanratty, PLLC Trust Account, c/o Joseph M. Hanratty, Esquire, to the address of 500 NE 8th Avenue, Ocala, FL 34470.

6. Pursuant to the Notice of Filing Memorandum of Pro-Rated Taxes Due filed in this matter on March 18, 2026, there are no pro-rated real property taxes or past due real property taxes that are due and owing from the parties to GEORGE ALBRIGHT, as MARION COUNTY TAX COLLECTOR.

7. That upon Petitioner's deposit of the sum herein above specified into the Registry of the Court, all title and interest to the real property described in Exhibit "A" shall vest in Petitioner, and the Petitioner shall have all rights of possession to the subject property.

8. That all rights, title and interest in the Parcels described in Exhibit "A" shall be deemed to have been condemned and taken for the uses as set forth in the Petition and described further in the attached Exhibit "B," construction plans for the Petitioner's SW NW 80th 70th Avenue Road Construction Project which, in part, show both median openings and primary driveway connections for the remainder property of Defendants IVAN PORTAL AND ANNIA GUTIERREZ.

9. That the Petitioner shall construct its Project in substantial conformance with what is shown in Exhibit "B"; if, however, the Petitioner fails to construct its Project in substantial conformance with what is shown in Exhibits "B", the Defendants or any subsequent lawful successor or assign shall have the same remedies as would have been afforded them had the case been resolved by verdict with such plans and specifications having been made a part of the record at trial. *Central & Southern Florida Flood Control District v. Wye River Farms, Inc*., 297 So.2d 323 (Fla. 4th DCA 1974); cert. denied 310 So.2d 745 (Fla. 1975); *Belvedere Development Corp. v. Dep't of Transportation, Div. of Admin.,* 476 So. 2d 649 (Fla. 1985).

10. No additional sums are due and payable to Defendants IVAN PORTAL AND ANNIA GUTIERREZ, or Defendants' attorneys, as a result of the taking of the subject property.

11. This Court reserves jurisdiction to enforce the terms of this Stipulated Order of Taking and Final Judgment.

**DONE AND ORDERED** in chambers at Ocala, Marion County, Florida, this DDDD.

JJJJ

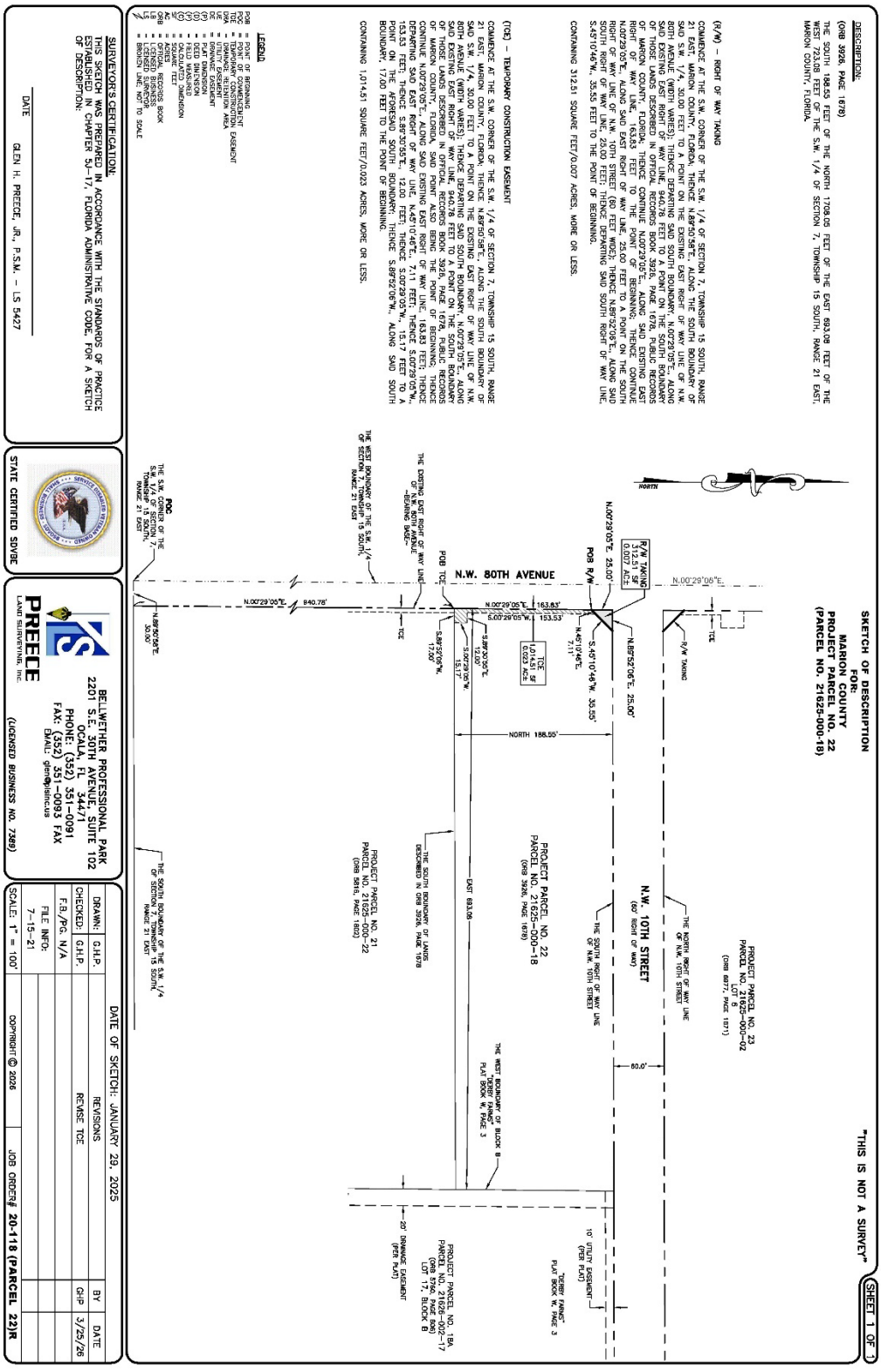
## CERTIFICATE OF SERVICE

**I HEREBY CERTIFY** that a true and correct copy of the foregoing has been furnished using the Florida Court's E-Filing Portal, via U.S. Mail, and/or Electronic Mail in accordance with the corresponding addresses listed therein on MMMM.

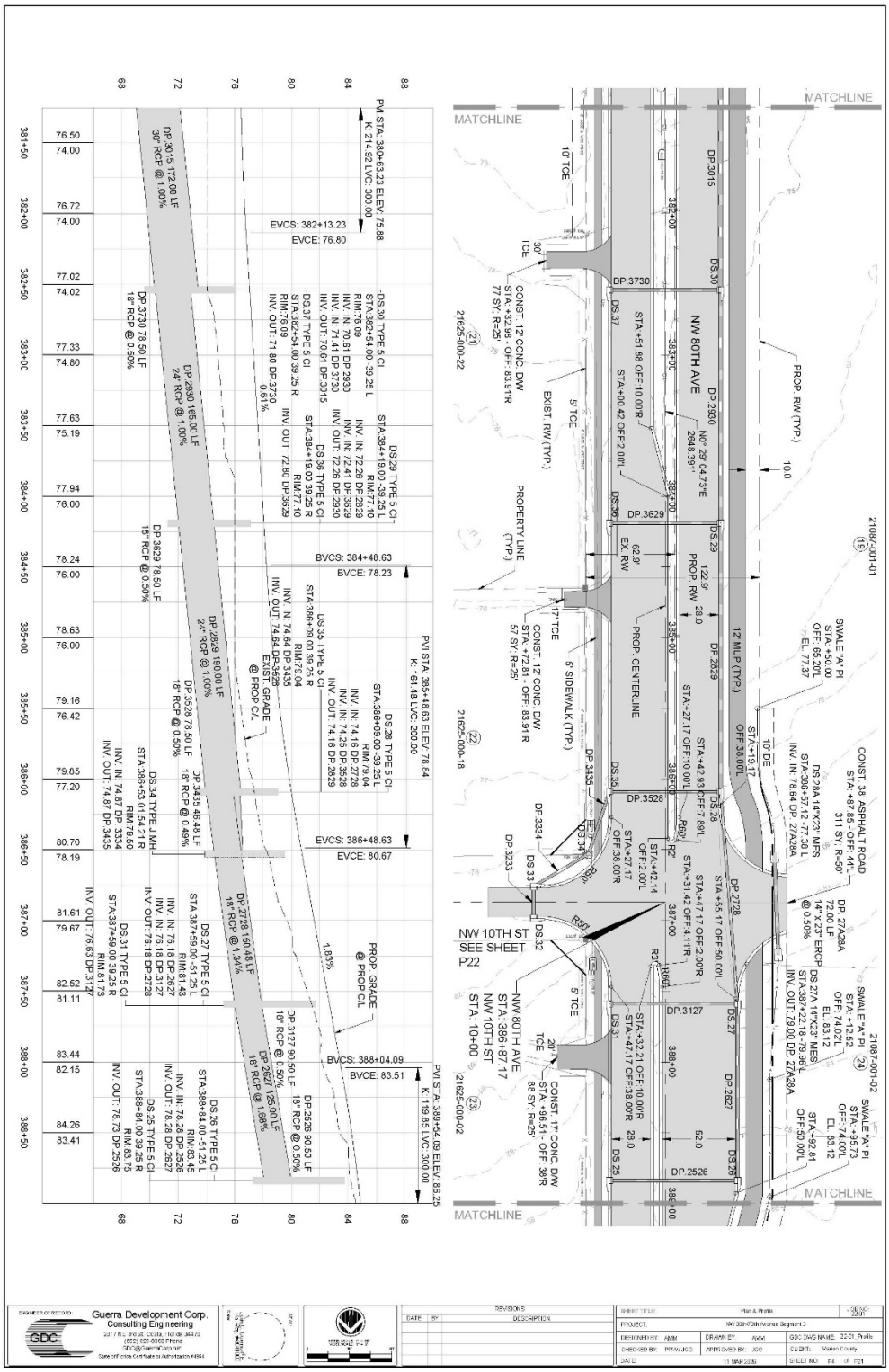
CCCC

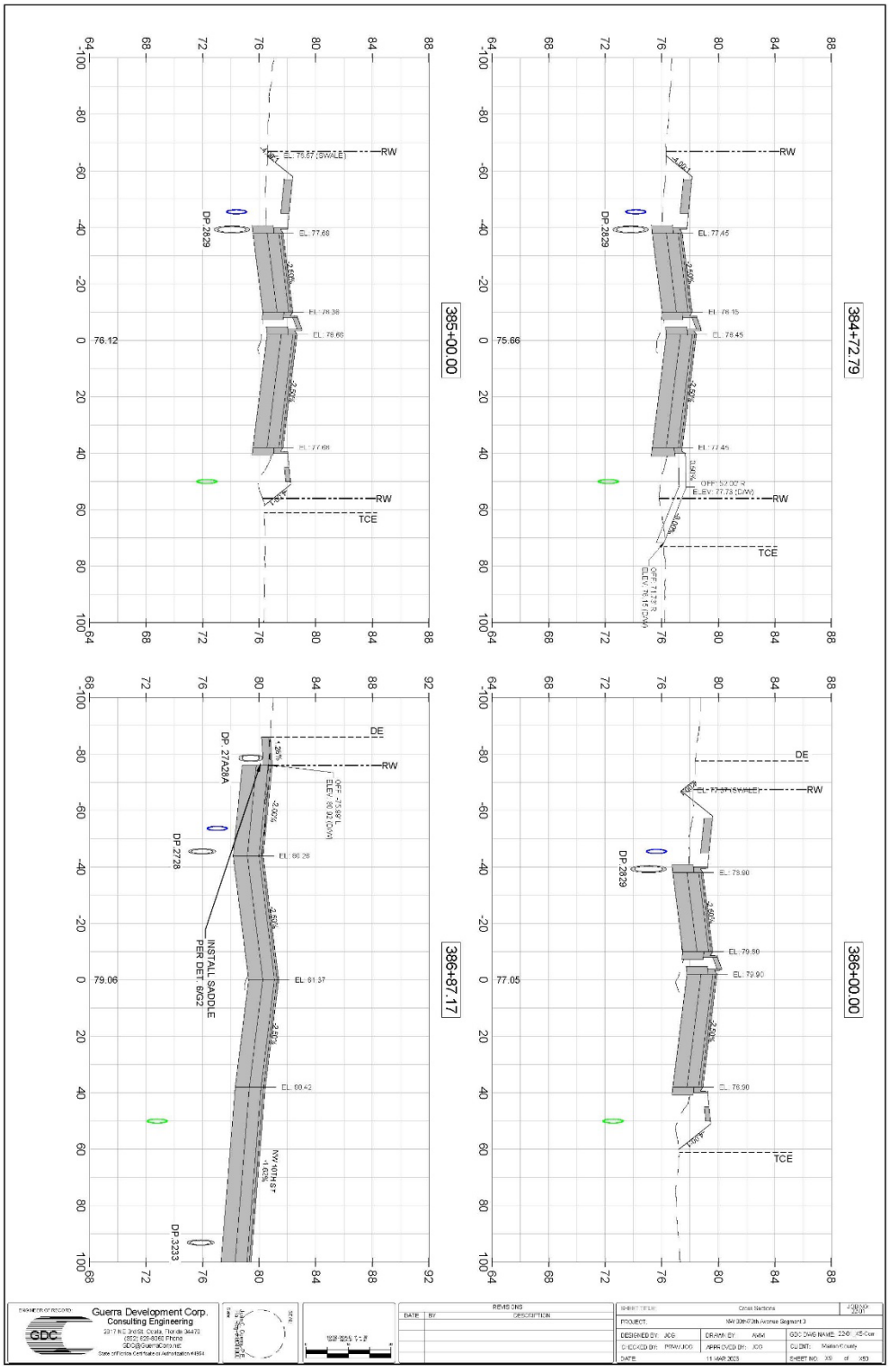
AAAA

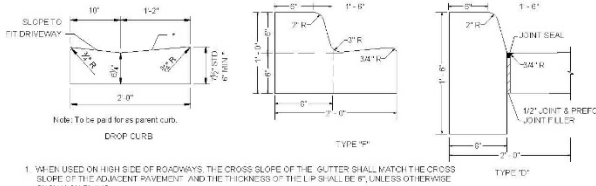
# EXHIBIT A
## Legal Description of Taking



# EXHIBIT B
## Construction Plans

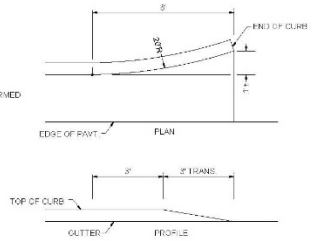



384+72.79
385+00.00
386+00.00
386+87.17
RW
TCE
DE
DP 2829
DP 2728
DP 3233
DP 27A28A
EL. 77.45
EL. 78.45
EL. 79.90
EL. 86.28
EL. 91.37
EL. 80.42
INSTALL SADDLE PER DET. 6/G2
NW 10TH ST
Guerra Development Corp.
Consulting Engineering
GDC
Cross Sections
NW 10th/12th Avenue Segment 3

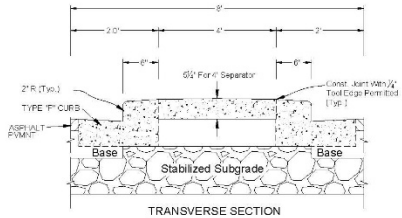



1. WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT AND THE THICKNESS OF THE LIP SHALL BE 6", UNLESS OTHERWISE SHOWN ON PLANS.
2. SUB BASE STABILIZATION SHALL BE TYPE B STABILIZATION CONFORMING TO SECTION 160 B OF THE FLORIDA DOT STANDARD SPECIFICATION (EXCEPT WHEN THE USE OF MECHANICAL ROCK SPREADER IS NOT REQUIRED.)
3. LIMEROCK SHALL BE COMPACTED TO A MINIMUM OF 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T - 180.

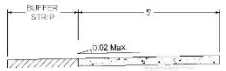
CONCRETE CURB AND GUTTER TYPE D, F & DROP CURB - FDOT INDEX #520-001




CURB AND GUTTER TYPES E & F - FDOT INDEX #520-001

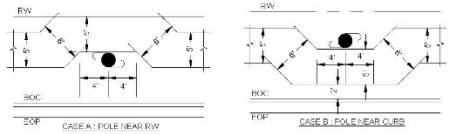



TYPE I TRAFFIC SEPARATOR MOD W/ TYPE F CURB - FDOT INDEX #520-020

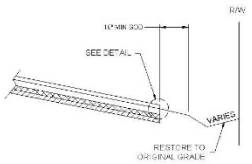


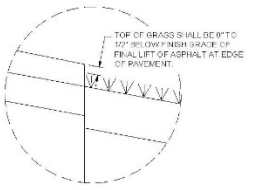

CONSTRUCT SIDEWALK IN ACCORDANCE WITH FDOT INDEX #522-001

SIDEWALK DETAIL

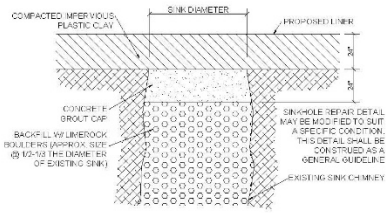



SIDEWALK JOG AROUND POLE

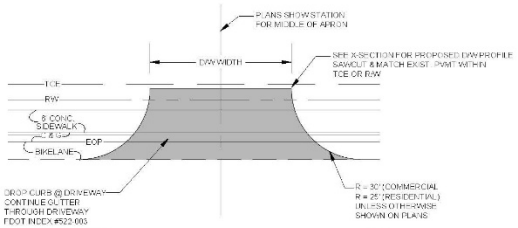


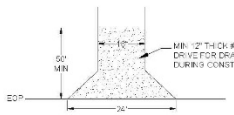

SHOULDER SOD MARION COUNTY DETAIL TS 022




STANDARD SINKHOLE CHIMNEY REPAIR DETAIL

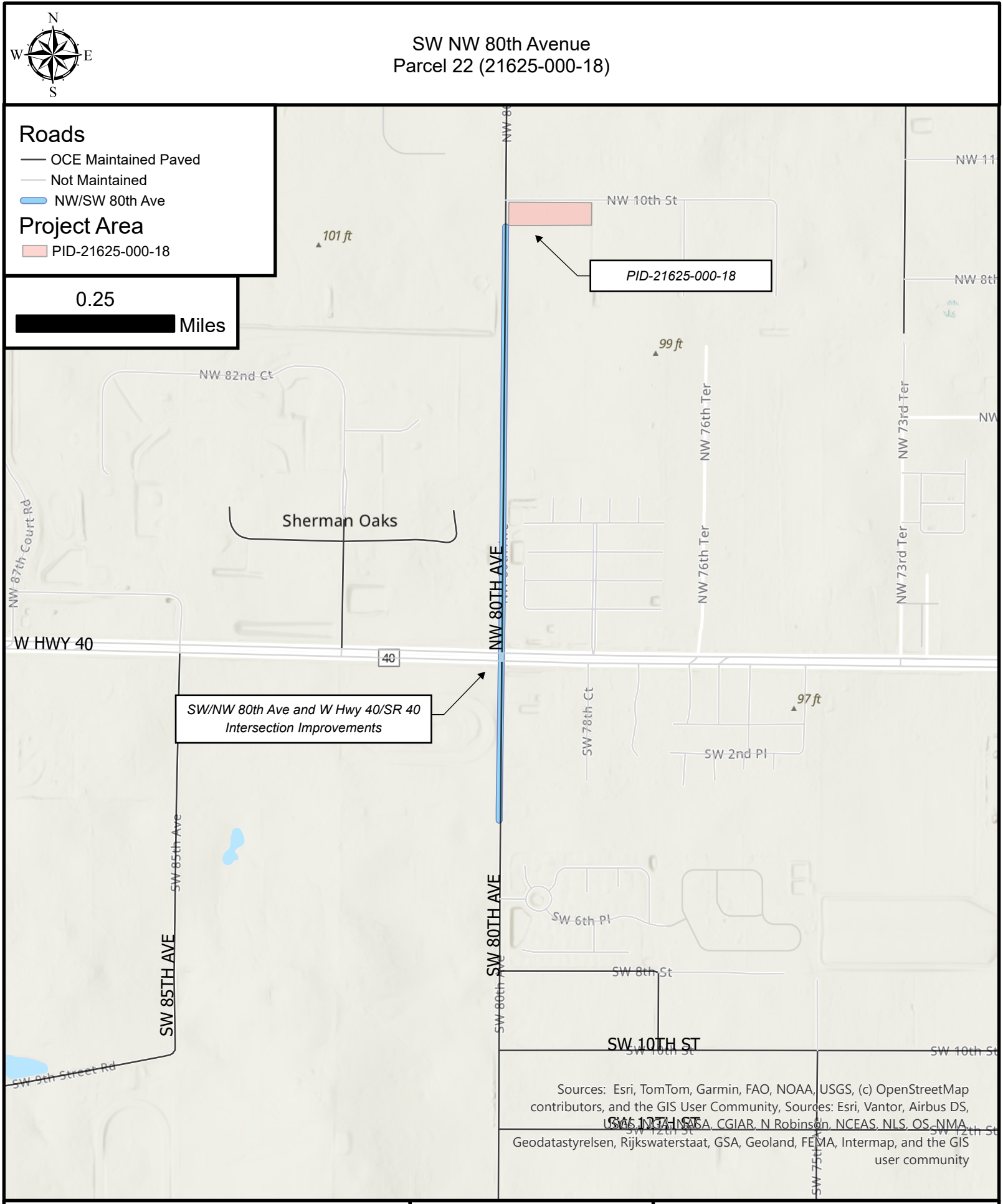



CONCRETE APRON




CONSTRUCTION ACCESS

Guerra Development Corp.
Consulting Engineering
2617 Kelly Ave. Orange Park, FL 32073
(352) 535-2005 Phone 34470
GDC@GuerraGroup.net
Fax
Email Phone Number Address




Pathway:
\\mcbcc1\dfs\GIS_TR\Clay.Gibson\PDFs

Technician: CG
Printed: 04/24/2026

Marion County Office of the County Engineer
Asset Management Section
412 S.E. 25th Avenue
Ocala, FL 34471

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22613 **Agenda Date:** 5/5/2026 **Agenda No.:** 7.2.1.

**SUBJECT:**
**Request Approval of Second Amendment to the Marion County Standard Professional Service Agreement Acquisition and Rehabilitation of Rental Housing Project with S & A Allen SR 200, LLC (Budget Impact - None)**

**INITIATOR:**
**Cheryl Butler, Director**

**DEPARTMENT:**
**Community Services**

**DESCRIPTION/BACKGROUND:**
On June 18, 2024, the Board approved an agreement with S & A Allen SR 200, LLC in the amount of $1,200,000 to acquire and rehabilitate eight (8) rental units located at 3220 SW 26th Street, Ocala, FL 34474.

This amendment seeks to modify the original agreement by extending the expiration date to August 31, 2026. This extension is necessary due to unforeseen delays regarding tenant's ability to vacate units and construction delays.

All other terms and conditions of the original agreement remain in effect, including S & A Allen SR 200, LLC's obligation to rehabilitate each unit to satisfy required repairs, maintain affordability guidelines, and meet income eligibility requirements.

**BUDGET/IMPACT:**
None

**RECOMMENDED ACTION:**
Motion to approve and authorize the Chairman and Clerk to execute all necessary documentation associated with this agreement with S & A Allen SR 200, LLC and authorize the Community Services Director to extend the term of the agreement if necessary.

# LEGAL REQUEST MEMORANDUM (LRM)

RECEIVED
MAR 3 1 2026
COMMUNITY SERVICES

From: (Name) Gonzalez (Last) Abigail (First) (Dept) Community Services - 1025

(Title) CSS (Phone) 8779

Signature [signature] Date 3/30/2026

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☐ Draft Document ☐ Approve as to Form ☑ RESUBMIT LRM No. 2025-1367
☐ Legal Opinion ☐ Other

Description of Request

Extending to August 31, 2026 instead of April 30, 2026 due to construction and permit delays.

For more information or discussion, contact: ☑ Same as above

(Name) (Last) (First) (Title) (Phone)

Agenda Item? ☑ Yes ☐ No Agenda Date: April 21, 2026

Agenda Deadline Date for **Legal:** April 7,2026 Agenda Deadline Date for **Admin:** April 9, 2026

**Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.**

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2025-1367R

Assigned to: ☐ Matthew Guy Minter, County Attorney ☐ Dana E. Olesky, Chief Asst. County Attorney ☐ Linda Blackburn Asst. County Attorney ☒ Thomas Schwartz Asst. County Attorney ☐ Valdoston Shealey Asst. County Attorne

Outcome:

☐ Approved as to form and legal sufficiency
☑ Approved with revisions: ☑ Suggested ☑ Completed
☐ Other:

Accepted

Date Received:

**RECEIVED**
*By Wendy.Nalborczyk at 12:05 pm, Mar 30, 2026*

Attorney Signature: [signature] Date 3/30/26

Staff Signature: [signature] Completed Date: 3/31/26 Returned: ☑ Department ☐ Admin ☐

Rev2 03/19/2025

**SECOND AMENDMENT**
**MARION COUNTY**
**STANDARD PROFESSIONAL SERVICE AGREEMENT**
**ACQUISITION AND REHABILITATION OF RENTAL HOUSING PROJECT**

In accordance with the agreement entitled "Marion County Standard Professional Services Agreement, New Construction Project, dated June 18, 2024, (the "Agreement") this Second Amendment to the Agreement (this "Amendment") is made and entered into by and between **S & A ALLEN SR 200, LLC,** whose address is 2531 NW 35th Street Ocala, FL 34475 a for-profit corporation organized under the laws of the State of Florida; possessing EIN# **87-1298576**, (hereinafter referred to as "SPONSOR") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471, (hereinafter referred to as "COUNTY") ("Party" individually and "Parties" collectively)..

**WITNESSETH**

**WHEREAS**, pursuant to the Agreement, COUNTY has been provided funds from the State Housing Finance Corporation for the provision of the acquisition of multi-family rental units and rehabilitation; and

**WHEREAS**, the Parties desire to extend the Agreement to August 31, 2026; and

**WHEREAS**, the parties wish to alter the terms of the Agreement to reflect this new understanding.

**NOW, THEREFORE,** in consideration of the mutual covenants and conditions contained herein, COUNTY and SPONSOR agree as follows:

1. **Incorporation of Recitals & Exhibits.** The Parties confirm and agree that the above Recitals are true and correct, and incorporate their terms and provisions herein for all purposes.
2. **Part of the Agreement.** This Second Amendment shall be deemed to amend and become part of the Agreement.
3. **Terms.** All references in the Agreement to the completion date of November 18, 2025 are amended to August 31, 2026.

4. **In Full Force.** All provisions of the Agreement not specifically amended herein shall remain in full force and effect. Specifically, the funding provided in the Agreement is in no way altered by this Amendment.

**IN WITNESS WHEREOF**, the parties have entered into this Second Amendment by their duly authorized officers on the date of the last signature below.

**ATTEST**:

Gregory C. Harrell
Clerk of Court

Date: _____

**MARION COUNTY**, a political subdivision of the State of Florida

By: _____
Carl Zalak, III
Chairman

Date: _____

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

For: _____
Matthew Minter
County Attorney

**WITNESS:**

_____ 4/15/26
Signature Date

Abigail Gonzalez
Printed Name

**WITNESS:**

_____ 4/20/26
Signature Date

CARLENE J. HENRY
Printed Name

**S & A ALLEN SR 200, LLC**

By: _____

Printed Name: Stephen A. Allen

Its: Manager

Date: 4/16/2026

# FIRST AMENDMENT
# MARION COUNTY
# STANDARD PROFESSIONAL SERVICE AGREEMENT
# ACQUISITION AND REHABILITATION OF RENTAL HOUSING PROJECT

In accordance with the agreement entitled "Marion County Standard Professional Services Agreement, New Construction Project, dated June 18, 2024, (the "Agreement") this First Amendment to the Agreement (this "Amendment") is made and entered into by and between **S & A ALLEN SR 200, LLC,** whose address is 2531 NW 35th Street Ocala, FL 34475 a for-profit corporation organized under the laws of the State of Florida; possessing EIN# **87-1298576**, (hereinafter referred to as "SPONSOR") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471, (hereinafter referred to as "COUNTY").

## WITNESSETH

**WHEREAS**, pursuant to the Agreement, COUNTY has been provided funds from the State Housing Finance Corporation for the provision of the acquisition of multi-family rental units and rehabilitation; and

**WHEREAS**, the Parties desire extend the Agreement by Ninety (90) Days; and

**WHEREAS**, the parties wish to alter the terms of the Agreement to reflect this new understanding.

**NOW, THEREFORE,** in consideration of the mutual covenants and conditions contained herein, COUNTY and SPONSOR hereto agree as follows:

1. **Incorporation of Recitals & Exhibits.** The Parties confirm and agree that the above Recitals are true and correct, and incorporate their terms and provisions herein for all purposes.
2. **Part of the Agreement.** This Amendment shall be deemed to amend and become part of the Agreement.
3. **Terms.** All references in the Agreement to the completion date of August 18, 2025 to November 18, 2025 providing a Ninety (90) Day extension.
4. **In Full Force.** All provisions of the Agreement not specifically amended herein shall remain in full force and effect. Specifically, the funding provided in the Agreement is in no way altered by this Amendment.

5. A Scriveners error on the Agreement, page 2, incorrect completion date of August 18, 2024 when it should state August 18, 2025.

*(Remainder of page intentionally left blank. Signature page follows.)*

**IN WITNESS WHEREOF**, the parties have entered into this Second Amendment by their duly authorized officers on the date of the last signature below.

**ATTEST**:

Gregory C. Harrell
Clerk of Court

Date: July 15, 2025

**MARION COUNTY**, a political subdivision of the State of Florida

By: Kathy Bryant
Kathy Bryant
Chair

Date: July 15, 2025

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

For: Matthew Minter
County Attorney

**WITNESS:**

Jennifer Nowlin 6/19/25
Signature Date

Jennifer Nowlin
Printed Name

**WITNESS:**

Dawn Duncan 6/19/25
Signature Date

Dawn Duncan
Printed Name

**S & A ALLEN SR 200, LLC**

By:

Printed Name: Stephen A. Allen

Its: Manager

Date: 6/19/2025

**MARION COUNTY**
**STANDARD PROFESSIONAL SERVICES AGREEMENT**
**ACQUISITION AND REHABILITATION OF RENTAL HOUSING PROJECT**

**THIS AGREEMENT**, (this "Agreement") was made and entered by and between **Marion County,** a political subdivision of the State of Florida, (hereinafter called the "COUNTY"), and **S & A ALLEN SR 200, LLC,** a Florida limited liability company organized under the laws of the State of Florida with a principal address of **2531 NW 35th Street Ocala, FL 34475, EIN# 87-1298576**, (hereinafter called the "SPONSOR").

**W I T N E S S E T H:**

**WHEREAS**, the COUNTY has been provided funds from the State Housing Finance Corporation for the provision of the acquisition of multi-family rental units and rehabilitation; and

**WHEREAS**, Marion County's State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan was approved by the Board of County Commissioners and the Florida Housing Finance Corporation, to provide Housing for very low- to low- income families with rental housing needs; and

**WHEREAS**, the funding cycle and application period for the Rental Housing Strategy for the Acquisition and Rehabilitation of Rental Housing was properly advertised; and

**WHEREAS**, it is necessary for the County and the Sponsor to enter into an Agreement for the implementation of this activity; and

**WHEREAS**, the Marion County Community Services Department ("Department") administers the SHIP Program on behalf of the County; and

**WHEREAS**, the Acquisition and Rehabilitation of Rental Housing Project was approved as a strategy in the Local Housing Assistance Plan based on Sponsor's proposal; and

**WHEREAS,** it is necessary for COUNTY and SPONSOR to enter into an Agreement for the implementation of this Project; now therefore,

**IN CONSIDERATION** of the mutual covenants and conditions contained herein, and other good and valuable consideration acknowledged by both parties, the parties hereto do covenant and agree as follows:

1. **INCORPORATION OF RECITALS AND EXHIBITS.** The Parties confirm and agree that the above recitals are true and correct, and incorporate their terms and provisions herein for all purposes. The content of all exhibits referenced in this

Agreement and attached hereto are also incorporated into the terms of this Agreement for all purposes.

2. **STANDARD TERMS.** SPONSOR and COUNTY mutually agree to abide by the Standard Terms, ***Exhibit A*** *hereto*, and the Scope of Work/Funding which is attached to this Agreement as ***Exhibit B.***

3. **FUNDING.** COUNTY, through its Community Services Department (the "Department") agrees to provide a deferred payment loan to SPONSOR for allowable costs to include acquisition costs, rehabilitation costs, and recording fees as by ***Exhibit B***, not to exceed **One Million Two Hundred Thousand Dollars and Zero Cents ($1,200,000.00)** for services performed under the terms of the Agreement and detailed in ***Exhibit B.*** In the event the Project costs exceed the stated amount, the SPONSOR shall be responsible for the excess. In the event the Project does not use all the funds, the excess shall be returned to COUNTY.

4. **SERVICES AND PERFORMANCE.** The Parties mutually agree to furnish, each to the other, the respective services, information, and items as detailed in ***Exhibit A*** hereto, and the Scope of Work/Funding attached as ***Exhibit B*** hereto.

5. **TERM.** Unless otherwise provided herein or by Supplemental Agreement or Amendment, Acquisition, as detailed in ***Exhibit B***, is to be completed by **August 18, 2024**, Rehabilitation and Occupancy is to be completed within twelve (12) months of the closing date, and the provisions of this Agreement will remain in full force and effect through the period of the lien which is thirty (30) years from the date of execution of this Agreement.

6. **INSURANCE.** SPONSOR shall maintain, throughout the term of the Agreement, comprehensive general liability insurance, property, casualty, or builder's risk insurance, and Worker's Compensation insurance as set forth in Section "17" of the Standard Terms, ***Exhibit A*** hereto.

7. **MISCELLANEOUS.**

   A. The following exhibits are hereby incorporated into this Agreement as part hereof as though fully set forth herein.

      (1) *Exhibit A* - Standard Terms
      (2) *Exhibit B* - Scope of Work/Funding
      (3) *Exhibit C*- Marion County Income Limits Adjusted to Family Size 2024
      (4) *Exhibit D* - Income Certification Form
      (5) *Exhibit E* - Property Legal Description (8) Units
      (6) *Exhibit F* – Sample of a 12-month Lease
      (7) *Exhibit G* - Marion County Mortgage Lien and Note

**IN WITNESS WHEREOF**, the Parties have entered into this Agreement by their duly authorized officers on the date of the last signature below.

**ATTEST:**

Gregory C. Harrell
Clerk of Court

Date: June 18, 2024

**MARION COUNTY,** a political subdivision of the State of Florida

By: _____
Michelle Stone
Chairman

Date: June 18, 2024

FOR USE AND RELIANCE OF
MARION COUNTY ONLY,
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

For: _____
Matthew Minter
County Attorney

**WITNESS:**

_____ 6/6/24
Signature Date

Abigail Gonzalez
Printed Name

**WITNESS:**

Helen Urie 6/6/2024
Signature Date

Helen Urie
Printed Name

**S & A ALLEN SR 200, LLC**

By: _____

Printed Name: Stephen A. Allen

Title: Manager

Date: 6/6/2024

**MARION COUNTY**
**SHIP SPONSOR STANDARD TERMS**
**FOR THE ACQUISITION AND REHABILITATION OF RENTAL HOUSING PROJECT**

## SECTION 1 – DEFINITIONS

A. AFFORDABILITY PERIOD - is hereby defined as the period the SHIP-assisted Project must meet the requirements for a qualified very low-income family and the housing must be the principal residence of the family throughout the period. For acquisition projects, the Affordability Period begins on the date of closing and is in effect for the appropriate minimum number of years based on SHIP funding amount and at the direction of COUNTY.

B. CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE – is hereby defined as that portion of the Florida Administrative Code pertaining to the State Housing Initiatives Partnership Program and is one (1) of the three (3) Governing Regulations.

C. DEPARTMENT - is hereby defined as the Department of Community Services, 2710 E. Silver Springs Blvd., Ocala, FL 34470, which is administering the SHIP Program for COUNTY. For the purpose of this Agreement and all administration of SHIP funds, Department shall act on behalf of COUNTY in the execution and fiscal and programmatic control of this Agreement. The term "approval by COUNTY" or like a term used in this Agreement shall in no way relieve SPONSOR from any duties or responsibilities under the terms of this Agreement, or obligation under State or local law or regulation.

D. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD") – is defined as the Federal agency responsible for national policy and programs that address America's housing needs that improve and develop the Nation's communities, and enforce fair housing laws.

E. DIRECTOR — is hereby defined as the Director of the Department of Community Services for COUNTY.

F. EFFECTIVE DATE OF THIS AGREEMENT – is hereby defined as the date of the last signature on the Agreement.

G. FINAL COMPLETION – is defined as completion by SPONSOR and acceptance by COUNTY of the Work, all corrected punch list items; final inspection completed;

and COUNTY's receipt of the following, as may be applicable to the Agreement: General Contractor's final Application for Payment requesting release of retainage (if any); General Contractor's affidavit affirming that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the COUNTY, or the Rental Unit(s) might be responsible, have been fully paid or otherwise satisfied; Waivers of Right to Claim Against the Payment Bond (Final Payment) from all subcontractors, as defined in Section 713.01, F.S., who performed Work on the Project; As-Built Survey; and, as applicable, all OEM Manuals; spare parts; all video of area worked on; all FDEP Clearance for Water and/or Sewer; all testing documents/reports received for any and all ROW Inspections completed and accepted; and, all testing of machinery warranty letters/affidavits.

H. FLORIDA HOUSING FINANCE CORPORATION ("FHFC") – is a public corporation and a public body corporate and politic created within the Department of Economic Opportunity in Section 420.504, Florida Statutes.

I. GOVERNING REGULATIONS – are defined as the pertinent regulations governing this Agreement consisting of:
(1) The State Housing Initiatives Partnership Act, Sections 420.907-420.9079, Florida Statutes,
(2) Chapter 67-37, Florida Administrative Code; and
(3) The Marion County State Housing Initiatives Partnership Local Housing Assistance Plan for Fiscal Years 2022-2025, adopted by Resolution 22-R-249 ("LHAP").

J. INCOME ELIGIBLE HOUSEHOLD - is hereby defined as an eligible family based on gross income (<50% of area median income based on family size); as defined as 24 C.F.R. part 5, and Section 420.9071(28), Florida Statutes.

K. LHAP – is hereby defined as the Marion County State Housing Initiatives Partnership Local Housing Assistance Plan on file and approved by the Florida Housing Finance Corporation of the year from which the funding for the Project is drawn. Funding is provided for SPONSOR'S Project from Fiscal Year FY 2019 and, therefore, the LHAP governing this Agreement is Fiscal Years 2022-2025, adopted by Resolution 22-R-249 ("LHAP"). LHAP is one (1) of the three (3) Governing Regulations. SPONSOR acknowledges receipt of a copy of the LHAP and the same is incorporated herein as if outlined in full.

L. PROGRAM – is hereby defined as the SHIP Program, is hereby defined as the State Housing Initiatives Partnership Program created under the State Housing Initiatives Partnership Act, Sections 420.907-9079, Florida Statutes.

M. PROJECT - is hereby defined as SPONSOR's Acquisition and Rehabilitation of Rental Property Project more fully described in ***Exhibit B*** and approved by this Agreement for SHIP assistance.

N. PROJECT COMPLETION - is hereby defined as the date the entirety of the Project is closed and full payment transferred to SPONSOR.

O. RECAPTURE — is hereby defined as funds that are recouped by COUNTY in accordance with the recapture provisions of its local housing assistance plan pursuant to Section 420.9075(5)(i), Florida Statutes, from eligible persons or eligible sponsors for rentals, which funds were not used for assistance to an eligible household for an eligible activity when there is a default on the terms of a grant award or loan award. For the Project, COUNTY has made a loan to SPONSOR for the acquisition and rehabilitation of eight (8) rental units. The method COUNTY has chosen to recoup the SHIP assistance from SPONSOR is by recording SPONSOR's mortgage against the Rental Units.

Q. RENTAL UNIT – is hereby defined as the property described in ***Exhibit E*** hereto. It is the intention of the parties that SPONSOR shall rent each of the rental units to no less than one (1) qualified Tenant per unit.

R. SHIP - is hereby defined as the State Housing Initiatives Partnership, under the SHIP regulations and governed by Sections, 420.907-420.9079, Florida Statutes.

S. SUBSTANTIAL COMPLETION - is hereby defined as the date that Work is sufficiently complete that a Tenant can enjoy occupancy of the Work and the Architect and/or Engineer has prepared a Certificate of Substantial Completion, establishing the date of Substantial Completion. COUNTY must be in receipt of a Certificate of Occupancy or Certificate of Completion, final permits, and all lien waivers.

T. THE STATE HOUSING INITIATIVES PARTNERSHIP ACT - is hereby defined as Sections 420.907-420.9079, Florida Statutes, and is one (1) of the three (3) "Governing Regulations."

U. TENANT – is hereby defined as a person to which SPONSOR rents one of the Rental Units. Each Tenant must be a natural person with a household income of 80% Area Median Income or below at the initial tenancy as further detailed in ***Exhibit B***.

V. WORK - is hereby defined as all the professional, and technical services to be

rendered or provided by SPONSOR as described herein at ***Exhibit B***.

**SECTION 2 -TERM OF AGREEMENT**

A. SPONSOR expressly agrees to complete all Work required by this Agreement in accordance with the timeline set forth in ***Exhibit B***.

B. Timely completion of the Work specified in this Agreement is an integral and essential part of the performance.

C. The expenditure of SHIP funds is subject to State deadlines and failure to complete a project within such deadlines could result in COUNTY's loss of State funds. By the acceptance and execution of this Agreement, it is understood and agreed by SPONSOR that the Project (more fully described in ***Exhibit B***) will be completed as expeditiously as possible and that SPONSOR will make every effort to ensure that the Project will proceed and will not be delayed.

D. Time is of the essence. Failure to meet these deadlines can result in the cancellation of this Agreement and the revocation of SHIP funds.

E. As it is mutually agreed that in the performance of this Agreement compliance with SHIP regulations is critical, SPONSOR shall cause the Governing Regulations and the terms of this Agreement to be inserted in all agreements and sub-agreements relative to the Work tasks required by this Agreement in order to ensure that the Project will be completed fully compliant with all requirements of SHIP. It is intended that such provisions included in any agreements and sub-agreement be, to the fullest extent permitted by law and equity, binding for the benefit of COUNTY and enforceable by COUNTY against SPONSOR and its successors and assigns to the Project or any part thereof or any interest therein. In the event of a conflict between the Governing Regulations and the terms of this Agreement, the Governing Regulations shall prevail.

F. In the event SPONSOR is unable to meet the timeline set forth in ***Exhibit B*** or complete the services because of delays resulting from Acts of God, untimely review and approval by COUNTY and other governmental authorities having jurisdiction over Project, or other delays beyond SPONSOR's control and are not caused by SPONSOR, COUNTY shall grant a reasonable extension of time for completion of the Work. It shall be the responsibility of SPONSOR to notify COUNTY promptly in writing whenever a delay is anticipated or experienced, and to inform COUNTY of all facts and details related to the delay.

## SECTION 3 - SCOPE OF WORK

A. A detailed Scope of Work/Funding is attached as ***Exhibit B***. SPONSOR, in close coordination with COUNTY, shall perform all Work necessary to complete the occupancy of the Project in full compliance with the terms of this Agreement.

B. It is understood that SPONSOR will provide a specific working budget and realistic timetable in accordance with ***Exhibit B*** as relates to rehabilitation, soft costs, development fees, delivery fees, and other allowable costs/activities prior to any fund usage. Said budget shall identify all sources and uses of funds, and allocate SHIP and non-SHIP funds to activities or line items.

C. The Work shall be performed in essentially the manner proposed in SPONSOR's proposal as received by COUNTY on **April 26, 2024.** The parties specifically agree that the aforementioned SPONSOR's proposal shall be considered to be a part and portion of this Agreement and SPONSOR acknowledges receipt of a copy of same.

## SECTION 4 - BUDGET AND REIMBURSEMENT OF EXPENSES

A. COUNTY shall provide SHIP funds in an amount not to exceed **One Million Two Hundred Thousand Dollars and Zero Cents ($1,200,000.00)** for the purposes of the Project (the "Funds") in accordance with the budget hereby attached as ***Exhibit B***.

B. The Funds are comprised of expenses, each more fully described in ***Exhibit B.***

C. COUNTY reserves the right to inspect records and the Project site to determine that reimbursement requests are reasonable. COUNTY also reserves the right to hold payment until adequate documentation has been provided and reviewed.

D. SPONSOR may submit a final invoice upon Final Competition as defined in Section "1(G)" above.

## SECTION 5 - PROJECT REQUIREMENTS

A. SPONSOR agrees to comply with all requirements of the SHIP Program set forth in the Governing Regulations.

B. SPONSOR shall ensure and document that any contractor, subcontractor or participant awarded work under this Agreement is currently licensed and insured and has not been debarred, suspended, or ineligible to perform work by COUNTY,

FHFC, and HUD. To determine if a contractor, subcontractor, or participant has been debarred, suspended, or ineligible for Federal award work, SPONSOR may consult the System for Award Management at https://www.sam.gov/SAM/.

C. SPONSOR will ensure that any expenditure of SHIP funds will be in compliance with the Governing Regulations and acknowledges that SHIP funds, in the form of a deferred payment loan, will only be provided for eligible costs incurred, including actual expenditures or invoices for Work completed.

D. The Rental Unit shall be acquired by SPONSOR who will house tenants who qualify as very low-income, defined as 50% of Area Median Income, in accordance with the Income Chart published annually by FHFC and included as ***Exhibit C***. Income is calculated by annualizing verified sources of income for the household as the amount of income expected to be received in a household during the 12 months following the effective date of the determination.

E. SPONSOR shall make the initial determination of income eligibility of Tenants using, in part, the income documents criteria set forth in ***Exhibit B***, complete the Income Certification Form, ***Exhibit D***, and execute a one (1) year lease with a Tenant for each of the Rental Units.

F. Affordability Period.
1. This Project is subject to an Affordability Period of thirty (30) years in accordance with the Governing Regulations, specifically LHAP, Section II (F) "Rental New Construction, Acquisition, Rehabilitation."
2. The Affordability Period is imposed upon SPONSOR upon its execution of the loan documents with COUNTY but will be released from the obligation upon repayment of the SHIP funds from SPONSOR.
3. The Affordability Period shall begin upon the date of closing of the loan documents and expire thirty (30) years thereafter.
4. In the event foreclosure is filed, COUNTY shall have a right of first refusal with the option to purchase the Rental Units for $10.00.

G. In the selection of occupants for Project Tenants, SPONSOR shall comply with all nondiscrimination requirements of 24 CFR 92.350 and Sections 760.20-760.37 of the Florida Statutes.

H. SPONSOR will comply with COUNTY's and SPONSOR's Affirmative Fair Housing Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966, in marketing the units for rent as follows:
1. SPONSOR will use the Fair Housing Logo in all of its advertising for Properties funded with SHIP funds.

2. SPONSOR will post a fair housing poster in its office in a location that is visible to the public being served under the SHIP program. For a copy of the poster go to:
http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_7802.pdf

3. All advertising, applications, and marketing tools prepared by SPONSOR for the purchase of the Project assisted with SHIP shall include the following language "We comply with the Fair Housing Law. Our office does not discriminate based on race, color, ancestry, national origin, religion, sex, marital status, familial status, or disability".

4. SPONSOR shall provide all program participants with a copy of the "Fair Housing Equal Agreement for All" brochure. A copy of the brochure can be found at:
http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12146.pdf

I. SPONSOR agrees that any news release, article, public service announcement or advertisement or any other type of publicity pertaining to the Project (program literature, brochures, and letterhead, project signs) must recognize Marion County and the FHFC SHIP Program as providing funds for the Project.

J. SPONSOR certifies that at the time of completion and throughout the Affordability Period, the Project shall meet:
   (1) The requirements of ***Exhibit B*** hereto;
   (2) The standards of the Florida Building Code and all applicable local codes, standards, ordinances, and zoning ordinances;
   (3) The Accessibility requirements at 24 CFR Part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
   (4) The design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-3619), in the event the Rental Unit is rehabilitated at any time during the Affordability Period.; and.
   (5) Energy Efficient Best Practices as defined in Section 420.9075(3)(d), F.S. as Innovative design, green building principles, storm-resistant construction, or other elements that reduce long-term costs relating

to maintenance, utilities, or insurance and described in the LHAP for Fiscal Years 2022– 2025 Sec. I, T.

K. COUNTY has the right to suspend SPONSOR from consideration for the award of future agreements:

(1) If SPONSOR has failed to comply with the Program or violated Agreement provisions, the character of which is regarded to be so serious as to justify such action, including but not limited to:

(a) Failure without good cause to perform in accordance with specifications or within the time limits provided in this Agreement;

(b) A past record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more agreements;

(c) Any other cause determined to be so serious and compelling as to affect responsibility as a provider under the Program; or

(d) Has been involved in litigation with COUNTY.

(2) The length of any suspension of SPONSOR from consideration of future awards is at the discretion of COUNTY and said discretion will be exercised reasonably and fairly.

**SECTION 6 - FUNDING AND METHOD OF PAYMENT**

A. Funding for this Agreement is contingent on the availability of funds and continued authorization for Program activities and is subject to amendment or termination due to lack of funds, authorization, reduction of funds, and/or change in regulations.

B. The maximum amount payable by COUNTY under this Agreement shall be **One Million Two Hundred Thousand Dollars and Zero Cents ($1,200,000.00)**. The SHIP Funds provided by COUNTY to SPONSOR shall be in the form of a deferred payment loan, zero (0%) percent interest. Upon execution of this Agreement, SPONSOR shall execute a promissory note in the amount of One Million Two Hundred Thousand Dollars and Zero Cents ($1,200,000.00) and shall execute a mortgage securing same against the Rental Units. COUNTY shall record such mortgage at SPONSOR's expense, in the public records of Marion County, Florida.

C. COUNTY agrees to provide funding to SPONSOR in accordance with the following schedule:

1. Acquisition Costs. COUNTY shall, upon execution of the promissory note, provide funding for the Acquisition and Rehabilitation of the Rental Units further described in ***Exhibit E***, in an amount not to exceed $1,200,000.00.

D. All SHIP funds not expended within the Term of this Agreement shall remain in the custody and control of COUNTY. COUNTY may reallocate unexpended SHIP funds to other SHIP Program projects.

E. SPONSOR shall pay some closing costs associated with the acquisition consisting of appraisal, survey, inspection, and such other closing costs for the eight (8) rental units, as more fully set forth in ***EXHIBIT B***, Section IX.

F. Any documentation required under this Agreement, must be submitted within sixty (60) days after Project Completion. Any requests or documentation submitted after that date may not be honored by COUNTY, at the sole discretion of COUNTY.

G. SPONSOR shall furnish to COUNTY all reports as may be necessary to comply with the Governing Regulations and all applicable laws, guidelines, and conditions specified in this Agreement.

**SECTION 7 - REPAYMENT OF LOAN**

A. All SHIP funds are subject to repayment in the event the Project does not meet the Project requirements as outlined in this Agreement.

B. Prior to the closing of the Project, SPONSOR shall provide to COUNTY the estimated settlement statement, along with a reconciliation statement and reference to the Recapture provision and COUNTY's right of first refusal in the event of foreclosure.

**SECTION 8 - PROCUREMENT STANDARDS**

A. SPONSOR shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. SPONSOR's procurement procedures must be approved by COUNTY.

B. Beginning January 1, 2021, Section 448.095, F.S., requires SPONSOR to be registered and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits SPONSOR from entering into this agreement unless it is in compliance therewith. Information provided by SPONSOR is subject to review for the most current version of the State of Florida policies at the time of the award of this Agreement.

1. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.
2. SPONSOR has agreed to perform in accordance with the requirements of this Section and agrees:

a. It is registered and uses the E-Verify system to verify the work authorization status of all newly hired employees.

b. COUNTY shall immediately terminate this Agreement if COUNTY has a good faith belief that SPONSOR has knowingly violated Section 448.09(1), F.S., that is, that SPONSOR knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private, or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.

c. When SPONSOR enters into a contract with a General Contractor, contractor, or subcontractor for the performance of this Agreement, SPONSOR shall obtain from that contracting party ("Contracting Party") an affidavit stating that the Contracting Party does not employ, contract with, or subcontract with an unauthorized alien.

d. SPONSOR shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.

e. SPONSOR shall immediately terminate the Contracting Party if SPONSOR has a good faith belief that the Contracting Party has knowingly violated Section 448.09(1), F.S., as set forth above.

f. If COUNTY has a good faith belief that SPONSOR's Contracting Party has knowingly violated Section 448.09(1), F.S., but that SPONSOR has otherwise complied, COUNTY shall promptly order SPONSOR to terminate the Contracting Party. SPONSOR agrees that upon such an order, SPONSOR shall immediately terminate the Contracting Party. SPONSOR agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate SPONSOR.

g. If COUNTY terminates this Agreement with SPONSOR, SPONSOR may not be awarded a public contract for a least one (1) year after the date of termination.

h. SPONSOR is liable for any additional costs incurred by COUNTY as a result of a termination under this Section.

i. Any such termination under this Section is not a breach of this Agreement and may not be considered as such.

j. SPONSOR shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and make such records available to COUNTY or other authorized governmental entities.

k. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

## SECTION 9 – CONFLICT OF INTEREST PROVISIONS

A. SPONSOR will comply with COUNTY Conflict of Interest Provisions as follows: No employee, agent, consultant, officer or elected official or appointed official of SPONSOR who exercises or has exercised any function or responsibility with respect to SHIP activities assisted under or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a SHIP assisted activity, or have a financial interest in any agreement, subcontract or agreement with respect to a SHIP assisted activity or with respect to the proceeding of the SHIP assisted activity, either for themselves or those with whom they have a family or business ties, during their tenure or for one (1) year thereafter. This prohibition includes any SHIP benefits or financial assistance associated with SHIP projects or programs administered by SPONSOR, including:

1. Occupancy of a home in a SHIP-assisted project;
2. Receipt of SHIP homebuyer acquisition assistance; or
3. Receipt of SHIP owner-occupied rehabilitation assistance.

B. SPONSOR certifies that it is and that SPONSOR and anyone employed thereby shall be in compliance with subsection "9(A)" above throughout this Agreement.

## SECTION 10 - COUNTY RESPONSIBILITIES

A. COUNTY shall furnish SPONSOR with the following services and information from existing COUNTY records and COUNTY files:

1. COUNTY shall provide SPONSOR information regarding its requirements for the Project.
2. COUNTY will provide SPONSOR with any changes in SHIP regulations or program limits that affect the Project, including but not limited to income limits, property value limits, and/or rent limits.
3. COUNTY will conduct progress inspections of Work completed to protect its interests as the lender and regulatory authority for the Project and will provide information to SPONSOR regarding any progress inspections or monitoring to assist it in ensuring compliance.
4. COUNTY's review and approval of the Work will relate only to overall compliance with the general requirements of this Agreement and SHIP regulations, and all COUNTY regulations and ordinances.
5. COUNTY shall monitor, review, and evaluate the financial procedures of SPONSOR through documents submitted to COUNTY and on-site monitoring. SPONSOR shall provide to COUNTY such reports, and make available to COUNTY such records that will be necessary for a proper

financial evaluation. With reasonable notice (generally ten [10] working days) being given to SPONSOR, COUNTY shall schedule at least one (1) on-site visit during the term of this Agreement and other visits that may be needed.

6. Nothing contained herein shall relieve SPONSOR of any responsibility as provided under this Agreement.

**SECTION 11 – PUBLIC RECORDS.**

A. If under this Agreement SPONSOR is providing services and is acting on behalf of COUNTY as provided under Section 119.011(2), under Florida Statutes, SPONSOR shall:

1. Keep and maintain public records required by COUNTY to perform the Project;
2. Upon request from COUNTY's custodian of records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if SPONSOR does not transfer the records to COUNTY; and,
4. Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of SPONSOR or keep and maintain public records required by COUNTY to perform this Project. If SPONSOR transfers all public records to COUNTY upon completion of this Agreement, SPONSOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SPONSOR keeps and maintains public records upon completion of this Agreement, SPONSOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY upon request from COUNTY's custodian of public records in a format that is compatible with the information technology systems of COUNTY.

B. If SPONSOR fails to provide requested public records to COUNTY within a reasonable time, COUNTY may immediately terminate this Agreement and SPONSOR may be subject to penalties under Section 119.10, Florida Statutes.

C. Public Records.

**IF SPONSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Public Relations**
**601 SE 25th Ave., Ocala, FL 34471**
**Phone: 352-438-2300**
**Fax: 352-438-2309**
**Email: PublicRelations@MarionFL.org**

**SECTION 12 - SUSPENSION & TERMINATION**

A. In accordance with the Governing Regulations, suspension or termination may occur if SPONSOR materially fails to comply with any term of the award and, additionally, the award may be terminated for convenience.

B. If, through any cause, SPONSOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if SPONSOR shall violate any of the covenants, Agreements, or stipulations of this Agreement, COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to SPONSOR of such termination and specifying the effective date thereof, as least five (5) days before the effective date of such termination. In such event, SPONSOR shall be entitled to receive just and equitable compensation for any Work satisfactorily completed thereunder to the date of said termination. Notwithstanding the above, SPONSOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by SPONSOR, and COUNTY may withhold any payments to SPONSOR for the purpose of setoff until such time as the exact amount of damages due COUNTY from SPONSOR is determined whether by a court of competent jurisdiction or otherwise.

**SECTION 13 - TERMINATION FOR CONVENIENCE OF COUNTY**

COUNTY may terminate for its convenience this Agreement at any time by giving at least thirty (30) days' written notice to SPONSOR. If this Agreement is terminated by COUNTY, as provided herein, COUNTY will reimburse for any actual and approved expenses incurred, including those costs involved in terminating the contracts and shutting down the Work as of the date of the notice.

## SECTION 14 - DEFAULT AND LOSS OF GRANT FUNDS

A. If SPONSOR fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of this Agreement, and more particularly if SPONSOR refuses or fails to proceed with the Work with such diligence as will ensure its completion within the time fixed by timeline set forth in ***Exhibit B*** of this Agreement, SPONSOR shall be in default and notice in writing shall be given to SPONSOR of such default by COUNTY or an agent of COUNTY. If SPONSOR fails to cure such default within such time as may be required by such notice, COUNTY may, at its option, terminate and cancel this Agreement.

B. In the event of such termination, all grant funds awarded to SPONSOR pursuant to this Agreement shall be immediately revoked and any approvals related to the Project shall immediately be deemed revoked and canceled. In such event, SPONSOR will no longer be entitled to receive any compensation for Work undertaken after the date of the termination of this Agreement, as the grant funds will no longer be available for the Project.

C. Such termination shall not affect or terminate any of the rights of COUNTY as against SPONSOR then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to COUNTY under the law and the note, mortgage, and Declaration of Restrictive Covenant (if in effect), including but not limited to compelling SPONSOR to complete the Project in accordance with the terms of this Agreement, in a court of equity.

## SECTION 15 - INSPECTION, MONITORING & ACCESS TO RECORDS

A. All records will be maintained by SPONSOR for five (5) years after the Affordability Period ends.

B. COUNTY, FHFC, and HUD, or any of their duly appointed representatives, reserve the right to inspect, monitor, observe work and services performed by SPONSOR, and audit the records of SPONSOR at any and all reasonable times during the performance of the Agreement and for a five (5) years after final payment is made under this Agreement.

C. Access shall be immediately granted to COUNTY and the Florida Housing Finance Corporation, or any of their duly authorized representatives to any books, documents, papers, project site access, and records of SPONSOR or its contractors which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcription.

## SECTION 16 - GENERAL CONDITIONS

A. SPONSOR shall not assign any interest in this Agreement or otherwise transfer interest in this Agreement nor enter into any subcontract pursuant to this Agreement without submitting said proposed subcontract to COUNTY and without the prior written approval of COUNTY of the proposed subcontract. All requirements of this Agreement shall be applicable to any subcontracts entered into under this Agreement and it shall be SPONSOR's responsibility to ensure that all requirements are included in said subcontracts and that all subcontractors abide by said requirements.

B. The waiver of a breach of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof. No forbearance on the part of either party shall constitute a waiver of any item requiring performance by the other party hereunder. A waiver by one party of the other party's performance shall not constitute a waiver of any subsequent performance required by such other party. No waiver shall be valid unless it is in writing and signed by authorized representatives of both parties.

C. All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

D. SPONSOR further warrants and agrees to include or cause to be included the criteria and requirements of this Agreement in every non-exempt subcontract. COUNTY also agrees to take such action as the federal, state, or local government may direct to enforce aforesaid provisions.

E. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representative, successors, and assigns.

F. SPONSOR and its employees and agents shall be deemed to be Independent Contractors, and not agents or employees of COUNTY, and shall not attain any rights or benefits under the civil service or pension ordinances of COUNTY, or any rights generally afforded classified or unclassified employee; further, they shall not be deemed entitled to state Compensation benefits as an employee of COUNTY.

## SECTION 17 - INSURANCE

A. SPONSOR, during the Project period, shall keep the Rental Unit acquired under this Agreement insured against loss by fire, extended flood coverage, vandalism and malicious mischief, hazards, and in such amounts as COUNTY may require. The insurance requirements shall remain in effect until the Rental Unit is sold, the repayment of the loan is, or the loan expired. "Marion County, Board of County Commissioners" shall be named as an Additional Insured.

B. A Commercial General Liability Insurance Policy shall be provided which shall contain minimum limits of One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the annual aggregate combined single limit for bodily injury liability and property damage liability. The Certificate must show an appropriate endorsement (ISO CG2501) or greater with "Marion County, Board of County Commissioners" shown as an Additional Insured.

C. SPONSOR shall maintain Workers' Compensation insurance as required by law. Employer's liability limits should be at least $100,000 for each accident and $100,000 for each employee with a $500,000 policy limit for disease. COUNTY need not be named as an Additional Insured, but a "subrogation waiver endorsement is required."

D. SPONSOR shall submit to COUNTY, prior to the distribution of any funds under this Agreement, a Certificate of Insurance as proof of insurance coverage and upon request a copy of all policies evidencing such coverage. The Certificate must be issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-, showing the "Marion County Board of County Commissioners" as an Additional Insured. The Community Services Director should be shown as the Certificate Holder, and the Certificate should provide for a thirty (30) day cancellation notice to that address set forth *supra*. COUNTY reserves the right to request proof that the insurance premium for such policies effective during the term of this Agreement has been paid.

E. These insurance requirements shall not relieve or limit the liability of SPONSOR. COUNTY does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect SPONSOR interests or liabilities, but are merely minimums. No insurance is provided by COUNTY under this Agreement to cover the contractors and subcontractors.

F. Insurance required of SPONSOR or any other insurance of SPONSOR shall be considered primary and insurance or self-insurance of COUNTY shall be considered excess, as may be applicable to claims against COUNTY which arise

out of this Agreement. Insurance written on a "Claims Made" form is acceptable only at the option of COUNTY'S Contracting Officer upon recommendation of Risk Management.

G. SPONSOR shall require its General Contractor to provide Builder's Risk Insurance in the amount of one hundred (100%) percent of the replacement value of the completed structure until Project Completion. Such Builder's Risk policy shall be an all-risk form with a deductible not to exceed Ten Thousand Dollars ($10,000.00) for each claim and shall contain a loss payable clause to include COUNTY of Marion, Florida. SPONSOR shall furnish to COUNTY Certificates of Insurance or endorsements evidencing the insurance coverage specified by this Article prior to beginning performance of Work under this Agreement. Coverage shall not cease and is to remain in force until all Work is completed.

H. No Work shall be commenced under this Agreement until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) of the Certificate and shall not resume until new Certificate(s) have been provided.

**SECTION 18 – INDEMNIFICATION**

A. SPONSOR shall at all times hereafter indemnify, hold harmless and defend COUNTY, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by any intentional, reckless, or negligent act or omission of SPONSOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by COUNTY, any sums due to SPONSOR under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COUNTY.

B. Any contract between SPONSOR and its General Contractor or any other third party to provide the construction-related services set forth herein, shall include the following provisions:

1. Indemnification: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Marion County, its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to,

reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor and persons employed or utilized by Contractor in the performance of this Agreement. This indemnification of Marion County shall survive the term of this Agreement.

2. This indemnification of Marion County shall survive the term of this Contract.

C. Indemnification obligations of the SPONSOR to COUNTY survive the term of the Agreement.

## SECTION 19 – SCRUTINIZED COMPANIES PURSUANT TO §287.135, FLORIDA STATUTES

A. **Certification.**

1. If the Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, CONTRACTOR was not then and is not now:
   a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or
   b. Engaged in business operations in Cuba or Syria.
2. If the Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, CONTRACTOR was not then and is not now:
   a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or
   b. Engaged in a boycott of Israel.

B. **Termination, Threshold Amount.** COUNTY may, entirely at its option, terminate the Agreement if it is for One Million Dollars or more, and CONTRACTOR meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to have met any of the following prohibitions:
   a. Submitted a false certification as provided under Section 287.135(5), Florida Statutes, or
   b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes
2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to have met any of the following

prohibitions:

a. Met either prohibition set forth in Section "10(B)(1)" above or
b. Been engaged in business operations in Cuba or Syria.

3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to have met any of the following prohibitions:
   a. Met any prohibition set forth in Section "10(B)(2)" above or
   b. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or is engaged in a boycott of Israel.
4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to have met any prohibition set forth in Section "10(B)(2)" above.

C. **Termination, Any Amount.** COUNTY may, entirely at its option, terminate the Agreement if it is for any amount and meets any of the following criteria.
   1. Was entered into or renewed on or after July 1, 2018, and
   2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

D. **Comply; Inoperative.** The Parties agree to comply with Section 287.135, Florida Statutes, as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

## *SCOPE OF WORK /FUNDING*

**SPONSOR:** **S & A Allen SR 200, LLC**

**Activity:** Acquisition and Rehabilitation of Rental Housing

SPONSOR contractually commits to comply with affordable housing criteria provided under sections 420.907-420.9079, Florida Statutes, applicable to the affordable housing objectives of the award, and to provide eight (8) units to house very low (50%) and low (80%) Area Median Income (AMI) residents, at the initial tenancy, of Marion County, FL. The Rental Units will allow SPONSOR to house its clients while offering them a safe and healthy living environment. The SPONSOR will attempt to fill unit vacancies with referrals from within the Continuum of Care Organization.

I. **Approved Grant Budget:**
SPONSOR is approved for a deferred payment loan for acquisition costs and recording fees based on information and data in the submitted proposal, not to exceed **One Million Two Hundred Thousand Dollars and Zero Cents ($1,200,000.00)**.

*Funds may be moved within program costs in accordance with program needs, only upon approval by the COUNTY.*

**Note: Furnishings and occupancy costs are not eligible SHIP costs.**

**SHIP funds budget:**

| Task | Budgeted Amount | Notes |
|---|---|---|
| Acquisition and Rehabilitation price Eight (8) rental units | $1,2195,696.50 | |
| Estimated Recording Fees | $4,303.50 | |
| **TOTAL SHIP Funds:** | **$1,200,000.00** | |

**LEVERAGE funds match:**

| Task | Budgeted Amount | Notes |
|---|---|---|
| In-kind (approx.) | $0.00 | |
| Private funding/ Construction Rehab | $100,000.00 | |
| Monetary Donations Received | $0.00 | |
| Other (non-government) (approx.) | $0.00 | |
| Appraisal Costs (2) Properties | $0.00 | |
| Closing Costs & Insurance (approx.) | $0.00 | |
| | | |
| **TOTAL Leverage Funds match:** | **$0.00** | |
| | | |
| **TOTAL PROJECT COST:** | **$1,300,000.00** | |

II. **Project Description:**

A. Acquisition and Rehabilitation of eight (8) rental units, located at **3220 SW 26th St (All Units), Ocala, FL 34474** (Parcel ID#2378-010-010) a minimum of four (4) units to house very low (50%) and four (4) units to house low (80%).

B. Acquisition and Rehabilitation costs not to exceed a total of **$1,200,000.00** combined for all units.

C. Costs allowed include, but are not limited to, acquisition cost, closing fees, appraisal, inspections, fees, rehabilitation, etc. which shall be included on Closing Disclosure Form, and if applicable, held in escrow by the attorney/title company.

D. Recordation of a mortgage on the property to secure repayment of deferred payment loan in substantially the same form as ***EXHIBIT G.***

E. SPONSOR will make the rental units as described in their application for assistance dated **April 26, 2024**, which is hereby incorporated into this Agreement by reference, available to at least one income eligible household per unit during the 2023-2024 program year.

III. Tenants are required to sign a one (1) year lease and may renew annually if the household meets the income requirements and has adhered to the current lease agreement.

IV. Project Delivery: Sponsor will be working with non-profits for organizational support, and to provide stable housing through assistance with wraparound services including but not limited to the use of case management, willingness to work within a program, and the creation of an individual case plan to success for each client that helps them set and achieve life goals.

V. **Affordable Rents:**

A. Per 24 CFR § 92.252, HUD and the Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development. Florida Housing Finance Corporation under the governance of Chapter 420, Part V, Florida Statutes. provides the following maximum SHIP rent limits. The maximum SHIP rents are the lesser of:

a. The fair market rent for existing housing for comparable units in the area as established by HUD under 24 CFR 888.111; or

b. A rent that does not exceed 30 percent of the adjusted income of a family whose annual income equals 65 percent of the median income

for the area, as determined by HUD, with adjustments for the number of bedrooms in the unit.

B. If household income exceeds 140% AMI at lease renewal, rent may be increased and calculated for an amount equal to 30% of the tenant's income.

C. If household income increases a lease renewal, rent may be increased to the allowable rent limit set by the Department of Housing and Urban Development and Florida Housing Finance Corporation who provides the maximum SHIP rents.

VI. **Reporting Schedule:**

After property acquisition, SPONSOR shall provide COUNTY the following reports:

A. Annual reporting of demographic data on clients served for the life of COUNTY's lien.

B. Annual Certification of Usage that the rental units continue to be used for the intended eligible purpose for the life of COUNTY's lien. COUNTY shall provide forms to SPONSOR for this purpose.

VII. **Income Certification and Monitoring:**

- SPONSOR will be responsible for verifying that, at the time of the initiation of a tenancy, each client served meets the following criteria:

- At a minimum, four (4) Households are certified to have an annual income, at the initial tenancy, of very low income [below fifty percent (50%) median area income] calculated in accordance using 24 CFR § 5.609 as found on the Florida Housing Finance Corporation website at www.floridahousing.org using ***EXHIBIT C***, to determine household income level and complete Income Certification Form, ***EXHIBIT D,*** certifying this is a true and accurate income statement for the household.

- SPONSOR, based on documentation collected from its Tenants, shall keep Income Certifications and supporting documents on file, keeping in line with Florida Housing Finance Corporation requirements. Documents to include, but not limited to:

    - Driver's License (or FL identification card) for each adult member of the household;
    - Social Security card for each member of the household; and
    - Copy of Birth Certificates for all household members under 18.

Tenant must provide all applicable information for every household member 18 and over to include at least one of the following:

- 60 Days of Paystubs.
- Social Security Benefits Letter.
- Child Support Income (including Current Child Support Court Order, the printout of payments from Court House, OR Letter from the Department of Revenue for every child under 18.
- Affidavit of Ongoing Cash Support from family or friends.
- Retirement/Pension Statements.
- No Income Form.
- Other: (Unemployment, TANF, Cash Assistance, Self-Employment, etc.)

Tenant must provide all applicable information for every household member 18 and over to include at least one of the following:

- Copy of last 1-month complete bank statements for all accounts, including Prepaid Card accounts or
- No Assets Form if applicable

C. Four (4) households in the units served by SPONSOR shall meet the SHIP definition of very low income (50%) at the initial tenancy. Income Certifications shall be provided to COUNTY, upon request, during the lien period, by SPONSOR based on documentation SPONSOR collected from its tenants.

D. Income Certifications, ***EXHIBIT D,*** and a 12-month lease, ***EXHIBIT F,*** will be required annually for all households renting these units.

E. COUNTY's Community Services Department will monitor all stages of the Project to ensure compliance with all SHIP regulations and County guidelines.

F. Within the first three (3) months after the completion of the Project, the County will perform monitoring of SPONSOR to ensure that SPONSOR is maintaining all records in a satisfactory manner.

## VIII. Time Line:

A. SPONSOR shall have until **August 18, 2024,** for the closing date of the Acquisition. SPONSOR shall have twelve (12) months from the closing date of the Acquisition to complete the required repairs on all units and have all units occupied by income eligible tenants. In the event the Project does not meet the Project requirements as outlined in this Agreement. Failure to meet these deadlines can result in the cancellation of this

Agreement and the revocation of SHIP funds.

B. The deferred interest loan shall be forgiven at the end of thirty (30) years from the date of mortgage execution if all terms of the Contract have been met. A mortgage lien, ***Exhibit G***, will be recorded with the Marion County Clerk of Court.

IX. **Request for Payment**:

Payment Process:

- At closing, a check not to exceed the amount of **Eight Hundred Ninety-Nine Thousand Five Hundred Dollars and no cents ($899,500.00)** made payable to **Ocala 1632 LLC**, as sellers, for the purchase price of the subject duplex.

- At closing, COUNTY made payable to the sellers and title company for closing costs as more fully set forth in ***Exhibit B*, Section II, C**. Any costs in excess of the total acquisition and rehabilitation cost of **($1,200,000.00)** shall be borne exclusively by SPONSOR.

- The COUNTY's Finance Department abides by the Prompt Payment Act, ss. 218.70-218.80, Florida Statutes. Checks will be mailed to SPONSOR.

| MARION COUNTY, FLORIDA<br>INCOME LIMITS ADJUSTED TO FAMILY SIZE<br>2024 | | | | | |
|---|---|---|---|---|---|
| Median Income: $73,700<br>Household Size | 30% | 50% | 80% | 120% | 140% |
| 1 PERSON | $15,200.00 | $25,350.00 | $40,500.00 | $60,840.00 | $70,980.00 |
| 2 PERSON | $20,440.00 | $28,950.00 | $46,300.00 | $69,480.00 | $81,060.00 |
| 3 PERSON | $25,820.00 | $32,550.00 | $52,100.00 | $78,120.00 | $91,140.00 |
| 4 PERSON | $31,200.00 | $36,150.00 | $57,850.00 | $86,760.00 | $101,220.00 |
| 5 PERSON | $36,580.00 | $39,050.00 | $62,500.00 | $93,720.00 | $109,340.00 |
| 6 PERSON | $41,950.00 | $41,950.00 | $67,150.00 | $100,680.00 | $117,460.00 |
| 7 PERSON | $44,850.00 | $44,850.00 | $71,750.00 | $107,640.00 | $125,580.00 |
| 8 PERSON | $47,750.00 | $47,750.00 | $76,400.00 | $114,600.00 | $133,700.00 |
| SHIP & HHRP | | FHFC POSTED 4/5/24 | | HUD eff. 4/1/24 | |

*Exhibit D*

# RESIDENT INCOME CERTIFICATION – Rental

**Florida Housing Finance Corporation**
**State Housing Initiatives Partnership (SHIP) Program**

Effective Date: _____ Allocation Year: _____

A. **Certification Information** (select one)
   a. ___ Initial Certification
   b. ___ Annual Recertification

B. **Subsidy Use** (check all that apply)
   ___ Multifamily Rental
   ___ Transitional Housing
   ___ Security and Deposits
   ___ Direct Rental Assistance
   ___ Homeless Prevention
   ___ Other

C. **Household Information:** Include all household members

| Member | Full Name | Relationship to Head | Age |
|---|---|---|---|
| 1 | | HEAD | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |

D. **Assets:** All household members including assets owned by minors

| Member | Asset Description | Cash Value | Income from Assets |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| Total Cash Value of Assets D(a) | | $ | |
| Total Income from Assets | | D(b) | $ |
| If line D(a) is greater than $50,000: Add the income from any assets for which actual income can be calculated, then calculate the imputed income for the assets where actual income cannot be calculated. To calculate imputed income, multiply the amount of assets where actual income cannot be calculated by the HUD specified rate (.40%). Combine both amounts and enter results in D(c), which must be counted on page two alongside other sources of household income. | | D(c) | $ |

E. **Anticipated Annual Income**: Includes unearned income and support paid on behalf of minors.

| Member | Wages / Salaries (include tips, commission, bonuses and overtime) | Benefits / Pensions | Public Assistance | Other Income | *Asset Income (Enter the greater of box D(b) or box D(c), above, in box E(e) below) |
|---|---|---|---|---|---|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |
| 8 | | | | | |
| | (a) | (b) | (c) | (d) | (e) |
| Totals | | | | | |
| Enter total of items E(a) through E(e). This amount is the **Annual Anticipated Household Income** | | | | | $ |

F. **Recipient Statement:** The information on this form is to be used to determine maximum income for eligibility. I/we have provided, for each person set forth in Item C, acceptable verification of current and anticipated annual income. I/we certify that the statements are true and complete to the best of my/our knowledge and belief and are given under penalty of perjury. **WARNING:** Florida Statute 817 provides that willful false statements or misrepresentation concerning income and assets or liabilities relating to financial condition is a misdemeanor of the first degree and is punishable by fines and imprisonment provided under S 775.082 or 775.83.

_____ Date _____
Signature of Head of Household

_____ Date _____
Signature of Spouse or Co-Head of Household

_____ Date _____
Signature of Household Member (over 18 years)

_____ Date _____
Signature of Household Member (over 18 years)

_____ Date _____
Signature of Household Member (over 18 years)

_____ Date _____
Signature of Household Member (over 18 years)

G. **SHIP Administrator Statement:** Based on the representations herein, and upon the proofs and documentation submitted pursuant to item F, hereof, the family or individual(s) named in item C of this Resident Income Certification is/are eligible under the provisions of Chapter 420, Part V, Florida Statutes, the family or individual(s) constitute(s) a: (check one)

_____ **Extremely Low Income (ELI) Household** means individuals or families whose annual income does not exceed 30% of the AMI as determined by HUD with adjustments for household size.
Maximum Income Limit: _____

_____ **Very Low Income (VLI) Household** means individuals or families whose annual income does not exceed 50% of the AMI as determined by HUD with adjustments for household size.
Maximum Income Limit: _____

_____ **Low Income (LI) Household** means individuals or families whose annual income does not exceed 80% of the AMI as determined by HUD with adjustments for household size.
Maximum Income Limit: _____

_____ **Moderate Income (MI) Household** means individuals or families whose annual income does not exceed 120% of the AMI as determined by HUD with adjustments for household size.
Maximum Income Limit: _____

_____ **121-140% Income Household** means individuals or families whose annual income does not exceed 140% of the AMI as determined by HUD with adjustments for household size.
Maximum Income Limit: _____

Based upon the _____ (year)
Income Limits for _____ (MSA or County) _____

**Signature of the SHIP Administrator or His/Her Designated Representative:**

Signature _____ Date _____

Name (print or type) _____ Title _____

H. **Household Data** (to be completed by Head of Household only)

| **Household elects to not participate.** | | | | | | _____ (Initials of Household Head) | | | |
|---|---|---|---|---|---|---|---|---|---|
| **Head of Household Data** | | | | | | | | | |
| **By Race / Ethnicity** | | | | | | **By Age** | | | |
| White | Black | Hispanic | Asian | American Indian | Other | **0 - 25** | **26 - 40** | **41 - 61** | **62 +** |
| | | | | | | | | | |
| **Household Members Data** | | | | | | | | | |
| **Special Target / Special Needs** (Check all that apply to any member) | | | | | | | | | |
| **Farm worker** | **Developmentally Disabled** | **Homeless** | **Elderly** | **Special Needs (define)** | **Special Needs (define)** | | | | |
| | | | | | | | | | |

NOTE: Information in this Section H is being gathered for statistical use only. No resident is required to give such information unless they desire to do so. Refusal to provide information in this Section will not affect any right household has as residents. There is no penalty for households that do not complete the form.

## LEGAL PROPERTY DESCRIPTION

**Parcel ID: 2378-010-010**

Lot 10, Block J, COLLEGE PARK SECOND ADDITION, as per plat thereof recorded in Plat Book H, Pages 36 and 36A, of the Public Records of Marion County, Florida.

# Florida Residential Lease Agreement

**THIS AGREEMENT** (hereinafter referred to as the "Florida Lease Agreement") is made and entered into this _____ day of _____, by and between S & A Allen SR 200, LLC (hereinafter referred to as "Landlord") and _____ (hereinafter referred to as "Tenant." For and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows: 1. **PROPERTY**. Landlord owns certain real _____ property and improvements located at (hereinafter referred to as the "Property"). Landlord desires to lease the Premises to Tenant upon the terms and conditions contained herein. Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein.

2. **TERM**. This Florida Lease Agreement shall commence on _____ and shall continue as a lease for term. The termination date shall be on _____ at 11:59 PM. Upon termination date, Tenant shall be required to vacate the Premises unless one of the following circumstances occur:

   (i) Landlord and Tenant formally extend this Florida Lease Agreement in writing or create and execute a new, written, and signed Florida Lease Agreement; or

   (ii) Landlord willingly accepts new Rent from Tenant, which does not constitute past due Rent.

   In the event that Landlord accepts new rent from Tenant after the termination date, a month-to-month tenancy shall be created. If at any time either party desires to terminate the month-to-month tenancy, such party may do so by providing to the other party written notice of intention to terminate at least 30 days prior to the desired date of termination of the month-to-month tenancy.

   Notices to terminate may be given on any calendar day, irrespective of Commencement Date. Rent shall continue at the rate specified in this Florida Lease Agreement, or as allowed by law. All other terms and conditions as outlined in this Florida Lease Agreement shall remain in full force and effect. Time is of the essence for providing notice of termination (strict compliance with dates by which notice must be provided is required).

3. **RENT**. Tenant shall pay to Landlord the sum of $ _____ per month as Rent for the Term of the Agreement. Due date for Rent payment shall be the 1st day of each calendar month and shall be considered advance payment for that month. Weekends and holidays do not delay or excuse Tenant's obligation to timely pay rent.

   A. Delinquent Rent. If not paid on the 1st, Rent shall be considered overdue and delinquent on the 5th day of each calendar month. If Tenant fails to timely pay any month's rent, Tenant will pay Landlord a late charge of $ 50.00, for the 5th, 6th, and 7th day and $100.00 for each day after the 8th.
   Any waiver of late charges under this paragraph will not affect or diminish any other right or remedy Landlord may exercise for Tenant's failure to timely pay rent.

   B. Prorated Rent. In the event that the Commencement Date is not the 1st of the calendar month, rent payment remitted on the Commencement Date shall be prorated based on a 30-day period.

C. Returned Checks. In the event that any payment by Tenant is returned for insufficient funds ("NSF") or if Tenant stops payment, Tenant will pay $40.00 to Landlord for each such check, plus late charges, as described above, until Landlord has **received** payment. Furthermore, Landlord may require in writing that Tenant pay all future Rent payments by cash, money order, or cashier's check.

D. Order in which funds are applied. Landlord will apply all funds received from Tenant first to any non-rent obligations of Tenant including late charges, returned check charges, charge-backs for repairs, brokerage fees, and periodic utilities, then to rent, regardless of any notations on a check.

E. Rent Increases. There will be no rent increases through the Termination Date. If this lease is renewed automatically on a month-to-month basis, Landlord may increase the rent during the renewal period by providing written notice to Tenant that becomes effective the
month following the 30th day after the notice is provided.

4. **SECURITY DEPOSIT**. Upon execution of this Florida Lease Agreement, Tenant shall deposit with Landlord the sum of $_____ receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof. Landlord may place the security deposit in an interest-bearing account and any interest earned will be paid to Landlord or Landlord's representative.

A. . **REFUND**. Upon termination of the tenancy, all funds held by the landlord as security deposit may be applied to the payment of accrued rent and the cost of damages that the landlord has suffered by reason of the tenant's noncompliance with the terms of this Florida Lease Agreement or with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

B. **DEDUCTIONS**. Landlord may deduct reasonable charges from the security deposit for:

(1.) Unpaid or accelerated rent;

(2.) Late charges;

(3.) Unpaid utilities;

(4.) Costs of cleaning, deodorizing, and repairing the Property and its contents for which Tenant is responsible;

(5.) Pet violation charges;

(6.) Replacing unreturned keys, garage door openers, or other security devices;

(7.) The removal of unauthorized locks or fixtures installed by Tenant;

(8.) Insufficient light bulbs;

(9.) Packing, removing, and storing abandoned property;

(10.) Removing abandoned or illegally parked vehicles;

(11.) Costs of reletting, if Tenant is in default;

(12.) Attorney fees and costs of court incurred in any proceeding against Tenant;

(13.) Any fee due for early of removal of an authorized key box;

(14.) Other items Tenant is responsible to pay under this Lease.

If deductions exceed the security deposit, Tenant will pay to Landlord the excess within ten days after Landlord makes written demand. The security deposit will be applied first to any non-rent items, including late charges, returned check charges, repairs, brokerage fees, and periodic utilities, then to any unpaid rent.

5. **USE OF PREMISES**. The Premises shall be used and occupied solely by Tenant, as a private single-family dwelling, and no part of the Premises shall be used at any time during the term of this Florida Lease Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

6. **CONDITION OF PREMISES**. Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.

7. **ASSIGNMENT AND SUB-LETTING**. Tenant shall not assign this Florida Lease Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Florida Lease Agreement.

8. **ALTERATIONS AND IMPROVEMENTS**. Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Florida Lease Agreement.

9. **NON-DELIVERY OF POSSESSION**. In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Florida Lease Agreement and all rights hereunder shall terminate.

10. **HAZARDOUS MATERIALS**. Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

11. **UTILITIES**. Tenant shall be responsible for arranging for and paying for all utility services required on the Premises. This is required before keys will be released to you. Must show proof of electric service in your name.

12. **MAINTENANCE, REPAIR, AND RULES**. Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Florida Lease Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:

A. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;

B. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;

C. Not obstruct or cover the windows or doors;

D. Not leave windows or doors in an open position during any inclement weather;

E. Not hang any laundry, clothing, sheets, etc., from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;

F. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;

G. Keep all air conditioning filters clean and free from dirt;

H. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;

I. Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;

J. Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;

K. Deposit all trash, garbage, rubbish or refuse in the locations provided and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;

L. Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.

13. **DAMAGE TO PREMISES**. In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Florida Lease Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Florida Lease Agreement continue according to its terms.

14. **ACCESS BY LANDLORD**. Landlord and Landlord's agents shall have the right at all reasonable times, and by all reasonable means, without notice, during the term of this Florida Lease Agreement and any renewal thereof to enter the Premises for the following purposes:

A. Inspect the Property for condition;

B. Make repairs;

C. Show the Property to prospective tenants, prospective purchasers, inspectors, fire marshals, lenders, appraisers, or insurance agents;

D. Exercise a contractual or statutory lien;

E. Leave written notice;

F. Seize nonexempt property after default.

Landlord may prominently display a "For Sale" or "For Lease" or similarly worded sign on the Property during the term of this Lease or any renewal period.

If Tenant fails to permit reasonable access under this Paragraph, Tenant will be in default.

15. **SUBORDINATION OF LEASE**. This Florida Lease Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advancesmade under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any andall renewals, extensions or modifications of such mortgages, liens or encumbrances.

16. **TENANT'S HOLD OVER**. If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Florida Lease Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at $ _____per month and except that such tenancy shall be terminable upon fifteen (15) days written notice served by either party.

17. **SURRENDER OF PREMISES**. Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Florida Lease Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.

18. **ANIMALS**. There will be NO ANIMALS

19. **WATERBEDS**. THERE WILL BE NO WATERBEDS, unless authorized by a separate written Waterbed Addendum to this Residential Lease Agreement.

20. **QUIET ENJOYMENT**. Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

21. **INDEMNIFICATION**. Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.

22. **DEFAULT**. If Landlord breaches this Lease, Tenant may seek any relief provided by law. If Tenant fails to comply with any of the material provisions of this Florida Lease Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non- compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Florida Lease Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Florida Lease Agreement.

23. **ABANDONMENT**. If at any time during the term of this Florida Lease Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Florida Lease Agreement during the balance of the unexpired term, if this Florida Lease Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

24. **ATTORNEYS' FEES**. Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

25. **RECORDING OF FLORIDA LEASE AGREEMENT**. Tenant shall not record this Florida Lease Agreement on the Public Records of any public office. In the event that Tenant shall record this Florida Lease Agreement, this Florida Lease Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.

26. **GOVERNING LAW**. This Florida Lease Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Florida.

27. **SEVERABILITY**. If any provision of this Florida Lease Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Florida Lease Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

28. **BINDING EFFECT**. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

29. **DESCRIPTIVE HEADINGS**. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

30. **CONSTRUCTION**. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

31. **NON-WAIVER**. No delay, indulgence, waiver, non-enforcement, election or non-election by Landlord under this Florida Lease Agreement will be deemed to be a waiver of any other breach by Tenant, nor shall it affect Tenant's duties, obligations, and liabilities hereunder.

32. **MODIFICATION**. The parties hereby agree that this document contains the entire agreement between the parties and this Florida Lease Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

33. **NOTICE**. Any notice required or permitted under this Lease or under state law shall be delivered to Tenant at the Property address, and to Landlord at the following address:

34. **LEAD-BASED PAINT DISCLOSURE.** If the premises were constructed prior to 1978Tenant acknowledges receipt of the form entitled "LEAD-BASED PAINT DISCLOSURE" which contains disclosure of information on lead-based paint and/or lead-based paint hazards.

35. **WAIVER OF JURY TRIAL.** LANDLORD AND TENANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT, SPECIFICALLY BUT NOT LIMITED TO, ANY ISSUES INVOLVING TENANT'S TENANCY.

36. **RADON NOTIFICATION.** Pursuant to Florida Statute 404.056(8), the following disclosure is made: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has

accumulated in the building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon gas that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit."

37. **WAIVER OF NOTICE.** TENANT HEREBY WAIVES HIS OR HER RIGHT TO NOTICE PURSUANT TO FLORIDA STATUTE 715.104.

**As to Landlord this_____day of_____, 20_____.**

LANDLORD:

Sign: _____

Print:_____Date: _____

**As to Tenant, this_____day of_____, 20_____.**

TENANT

Signature : _____

Print Name :_____Date : _____

TENANT :

Sign: _____

Print:_____Date: _____

Record and Return to:
Marion County Community Services Department
2710 East Silver Springs Blvd.
Ocala, Florida 34470

Rec. Fees: $103.50
DS: $4,200.00

Property Appraiser's #2378-010-010
Owner: S & A Allen SR 200, LLC

**MORTGAGE LIEN**
**FOR REAL PROPERTY ACQUIRED**
**IN WHOLE OR IN PART WITH STATE HOUSING INITIATIVES PARTNERSHIP FUNDS**

This mortgage made by and between Marion County, a political subdivision of the State of Florida, 601 SE 25th Ave., Ocala, FL 34471 ("Mortgagee"), and **S & A ALLEN SR 200, LLC, a for-profit corporation, with an address of 2531 NW 35th Street, Ocala, FL 34475 ("Mortgagor").**

WHEREAS, the Mortgagee is the Administrator of the State Housing Initiative Program ("SHIP"); and

WHEREAS, pursuant to Section 420.907-9079, Florida Statutes, and Chapter 67-37, Florida Administrative Code, the State of Florida has made available to the Mortgagor, through the Mortgagee, certain funds to be used in the Acquisition and Rehabilitation of Rental Housing Project.

WHEREAS, Mortgagee and Mortgagor, desire for Sponsor to acquire eight (8) rental units, to be used as rental housing subject to Mortagor entering into a mortgage in favor of Mortgagee for a loan for the costs of acquisition and rehabilitation of the property ("the Project"), and

WHEREAS, the Project was approved as a project in the Local Housing Assistance Plan based on Mortgagor's proposal; and

WHEREAS, upon completion of the acquisition and rehabilitation Mortgagor will use the building to serve very low-income SHIP-eligible people and in accordance with the separate agreement between Mortgagor and Mortgagee executed on or before **(June 18, 2024)** entitled Marion County Standard Professional Services Agreement Acquisition and Rehabilitation of Rental Housing Project (the "Agreement"); and

WHEREAS, this Mortgage shall constitute a lien on the property to ensure performance as described herein, as set forth in the promissory note of even date between the parties (the "Note) and as set forth in the Agreement entered into by the parties, until released as provided herein;

NOW, THEREFORE in consideration of the financial assistance granted herein and in order to secure the payment of both the principal, and interest, and any other sums payable on the Note or this Mortgage and the performance and observance of all the provisions hereof, of the Note, and of the Agreement, Mortgagor hereby mortgages to Mortgagee all of Mortgagor's estate, right, title and interest in, to and under all that certain real property situated in Marion County, Florida, more particularly described as follows:

**Property Address: 3220 SW 26TH ST, All Units, Ocala, FL 34474**
**Parcel ID: 2378-010-010**

**Lot 10, Block J, COLLEGE PARK SECOND ADDITION, as per plat thereof recorded in Plat Book H, Pages 36 and 36A, of the Public Records of Marion County, Florida.**

TOGETHER WITH all improvements now or hereafter located on said real property and all fixtures, appliances, apparatus, equipment, furnishings, heating and air conditioning equipment, machinery and articles of personal property and replacement thereof (other than those owned by lessees of said real property) now or hereafter affixed to, attached to, placed upon, or used in any way in connection with the complete and comfortable use, occupancy, or operation of the said real property, all licenses and permits used or required in connection with the use of said real property, all leases of said real property now or hereafter entered into and all right, title and interest of Mortgagor thereunder, including without limitation, cash or securities deposited thereunder pursuant to said leases, and all rents, issues, proceeds, profits, revenues, royalties, rights, accounts, accounts receivable, and benefits arising from, relating to or accruing from said real property and together with all proceeds of the conversion, voluntary or involuntary of any of the foregoing into cash or liquidated claims, including without limitation, proceeds of insurance and condemnation awards (the foregoing said real property, tangible and intangible personal property hereinafter collectively referred to as the "Mortgaged Property"). Mortgagor hereby grants to Mortgagee a security interest in the foregoing described tangible and intangible personal property.

MORTGAGOR covenants and agrees as follows:

1. The terms and conditions contained in the Agreement and the Note are incorporated herein and made a part hereof as fully as if set forth herein.

2. **FUNDING**. Mortgagee through its Community Services Department (the "Department") has provided a deferred payment loan to Mortgagor for allowable costs to include acquisition and rehabilitation costs as allowable by **EXHIBIT B** to the Agreement, in the amount of **One Million Two Hundred Thousand Dollars and Zero Cents ($1,200,000.00) plus recording fees and document stamps** for services performed under the terms of the Agreement and detailed in **Exhibit B** thereof. In the event the Project costs exceed the stated amount, Mortgagor shall be responsible for any excess. In the event the Project does not use all the funds allocated, any excess shall be returned to Mortgagee.

3. **SERVICES AND PERFORMANCE**. The parties mutually agree to furnish, each to the other, the respective services, information, and items as detailed in **Exhibit A** of the Agreement, and the Scope of Work/Funding attached as **Exhibit B** of the Agreement.

4. **TERM.** This mortgage shall expire thirty (30) years from the date of execution. Provided Mortgagor fully, faithfully and satisfactorily performs all of the terms and conditions of the Marion County Standard Professional Services Agreement for Acquisition and Rehabilitation of Rental Housing, along with said Agreement's Exhibits and the accompanying Mortgage Lien and Promissory Note, then and in that event, upon maturity of said Mortgage Deed and Promissory Note, Mortgagee will release Mortgagor of its obligations thereunder and will acknowledge full payment and satisfaction of said note and mortgage deed and surrender the same as canceled of record.

5. **INSURANCE.** Mortgagor shall maintain, throughout the term of this Agreement comprehensive general liability insurance, property and casualty or builder's risk insurance, and Worker's Compensation insurance as set forth in Section "17" of the Standard Terms, **Exhibit A** to the Agreement.

6. Mortgagor warrants that Mortgagor has good and marketable title to an indefeasible fee estate in the real property comprising the Mortgaged Property subject to no lien, charge, or encumbrance except as Mortgagee has agreed to accept in writing and Mortgagor covenants that this Mortgage is and will remain a valid and enforceable mortgage on the Mortgaged Property subject only to the exceptions herein provided. Mortgagor has full power and lawful authority to mortgage the Mortgaged Property in the manner and form herein done or intended hereafter to be done. Mortgagor will preserve such title and will forever warrant and defend the same to Mortgagee and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever.

7. Mortgagor will, at the cost of Mortgagor, and without expense to Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers and assurances as Mortgagee shall from time to time require in order to preserve the priority of the lien of this Mortgage or to facilitate the performance of the terms hereof.

8. Mortgagor further covenants and agrees to pay when due, without requiring any notice from Mortgagee, all taxes, assessments of any type or nature, and other charges levied or assessed against the Mortgaged Property or this Mortgage and produce receipts therefor upon demand. To immediately pay and discharge any claim, lien, or encumbrance against the Mortgaged Property which may be or become superior to this Mortgage and to permit no default or delinquency on any other lien, encumbrance, or charge against the Mortgaged Property.

9. Mortgagor further covenants and agrees to promptly pay all taxes and assessments assessed or levied under and by virtue of any state, federal, or municipal law or regulation, hereafter passed against Mortgagee upon this Mortgage or the debt hereby secured, or upon its interest under this Mortgage, provided however that the total amount so paid for any such taxes pursuant to this paragraph together with the interest payable on said indebtedness shall not exceed the highest lawful rate of interest in Florida and provided further that in the event of the passage of any such law or regulation imposing a tax or assessment against Mortgagee upon this Mortgage or the debt secured hereby, that the entire indebtedness secured by the Mortgage shall thereupon become immediately due and payable at the option of Mortgagee.

10. Mortgagor further covenants and agrees to maintain the Mortgaged Property in good condition and repair, including but not limited to the making of such repairs as Mortgagee may from time to time determine to be necessary for the preservation of the Mortgaged Property and to not commit or permit any waste thereof, and Mortgagee shall have the right to inspect the Mortgaged Property on reasonable notice to Mortgagor.

11. Mortgagor further covenants and agrees to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the Mortgaged Property, and not to cause or permit any violation thereof.

12. Mortgagor further covenants and agrees that if Mortgagor fails to pay any claim, lien or encumbrance which is superior to this Mortgage, or when due, any tax or assessment or insurance premium or to keep the Property in repair, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the Mortgaged Property or the title thereto, or the interest of Mortgagee therein, including but not limited to, eminent domain and bankruptcy or reorganization proceedings, then Mortgagee, at its option, may pay said claim, lien encumbrance, tax, assessment or premium, with right of subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding and retain counsel therein, and take such action therein as deems advisable, and for any of such purposes, Mortgagee may advance such sums of money, including all costs, reasonable attorney's fees, and other items of expense as it deems necessary. Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment, and premium and of the amount necessary to be paid in satisfaction thereof. Mortgagee shall not be held accountable for any delay in making any such payment, which delay may result in any additional interest, costs, charges, expenses or otherwise.

13. Mortgagor further covenants and agrees that Mortgagor will pay to Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee to protect the Mortgaged Property hereof pursuant to this Mortgage, including all costs, reasonable attorney's fees, and other items of expense, together with interest on each such advancement at the rate of interest provided herein and all such sums and interest thereon shall be secured hereby.

14. Mortgagor further covenants and agrees all sums of money secured hereby shall be payable without any relief wherever from any valuation or appraisement laws.

15. If default occurs in payment of the principal or interest of the Note or any part thereof when due, or in payment, when due or any other sum secured hereby, or in performance of any Mortgagor's obligations, covenants or agreements hereunder, in the Note or in the Agreement, all of the indebtedness secured hereby shall become and be immediately due and payable at the option of Mortgagee, without notice or demand, which are hereby expressly waived, in which event, Mortgagee may avail itself of all rights and remedies, at law or in equity, and this Mortgage may be foreclosed with all rights and remedies afforded by the laws of Florida and Mortgagor shall pay all costs, charges, and expenses thereof, including a reasonable attorney's fee, including all such other costs, expense and attorney's fees for any retrial, rehearing or appeals. The indebtedness secured hereby shall bear interest at the rate provided herein from and after the date of any such default of Mortgagor.

16. If default be made in payment, when due, of any indebtedness, secured hereby, or in performance of any of Mortgagor's obligations, covenants, or agreements in this Mortgage, the Note or the Agreement:

    A) Mortgagee is authorized at any time, without notice, in its sole discretion to enter upon and take possession of the Mortgaged Property or any part thereof, to perform any acts Mortgagee deems necessary or proper to conserve the Mortgaged Property and to collect and receive all rents, issues, profits, revenues, royalties, rights, proceeds, accounts, accounts receivable, and benefits thereof, including that past due as well as those accruing thereafter; and

    B) Mortgagee shall be entitled, as a matter of strict right, without notice and ex parte, and without regard to the value or occupancy of the Mortgaged Property, the solvency of Mortgagor, or the adequacy of the Mortgaged Property as security for the Note to have a receiver appointed to enter upon and take possession of the Mortgaged Property, collect the rents, issues, profits, revenues, royalties, rights, proceeds, accounts, accounts receivable, and benefits therefrom and apply the same as the court may direct, such receiver to have all the rights and powers permitted under the laws of Florida.

    In either such case, Mortgagee or the receiver may also take possession of, and for these purposes, use any and all personal property that is a part of the Mortgaged Property and used by Mortgagor in the rental or leasing thereof or any part thereof. The expense (including receiver's fees, counsel fees, costs, and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby. Mortgagee shall (after payment of all costs and expenses incurred) apply such rents, issues, and profits received by it on the indebtedness secured hereby in such order and Mortgagee determines. The right to enter and take possession of the Mortgaged Property, to manage and operate the same, and to collect the rents, issues, profits, revenues, royalties, rights, proceeds, accounts, accounts receivable, and benefits thereof, whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law and may be exercised concurrently therewith or independently thereof. Mortgagee shall be liable to account only for such rents, issues, and profits actually received by Mortgagee.

17. If the indebtedness secured hereby is now or hereafter secured by chattel mortgages, security interests, financing statements, pledges, contracts of guaranty, assignments of leases, or other securities, or if the Mortgaged Property hereby encumbered consists of more than one (1) parcel of real property, Mortgagee may, at its option, exhaust any one or more of said securities and security hereunder, or such parcels of security hereunder, either concurrently or independently, and in such order as it may determine.

18. This Mortgage shall secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, as are made within six (6) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, but such secured indebtedness shall not exceed at any time the maximum principal amount of two (2) times the amount of the Note, plus interest thereon, plus any disbursements made for the payment of taxes, levies, or insurance on the Mortgaged Property, plus interest on such disbursements.

Any such future advances, whether obligatory or to be made at the option of Mortgagee, or otherwise, may be made either prior to or after the due date of the Note or any other notes secured by this Mortgage. This Mortgage is given for the specific purpose of securing any and all indebtedness by Mortgagor to Mortgagee (but in no event shall the secured indebtedness exceed at any time the maximum principal amount set forth in this paragraph) in whatever manner this indebtedness may be evidenced or represented until this Mortgage is satisfied with record. All covenants and agreements contained in this Mortgage shall be applicable to all further advances made by Mortgagee to Mortgagor under this future advance clause.

19. No delay by Mortgagee in exercising any right or remedy hereunder, or otherwise, afforded by law, shall operate as a waiver by Mortgagee of any default shall constitute a waiver of or consent to subsequent defaults. No failure of Mortgagee to exercise any option herein given to accelerate the maturity of the debt hereby secured, no forbearance by Mortgagee before or after the exercise of such option and no withdrawal or abandonment of foreclosure proceeding by Mortgagee shall be taken or construed as a waiver of its right to exercise such option or to accelerate the maturity of the debt, hereby secured by reason of any past, present, or future default on the part of Mortgagor; and, in like manner, the procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be taken or construed as a waiver of its right to accelerate the maturity of the debt hereby secured.

20. Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for the performance of any obligation contained herein, in the Note and/or in the Agreement, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of the Note, and without notice or consent:

    A) Release any person liable for payment of all or part of the indebtedness or for the performance of any obligation;

    B) Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof;

    C) Exercise or refrain from exercising or waive any right Mortgagee may have;

    D) Accept additional security of any kind; and

    E) Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the Mortgaged Property.

21. Any agreement hereafter made by Mortgagor and Mortgagee pursuant to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

22. Mortgagor hereby waives all rights of homestead exemption if any, in the Mortgaged Property.

23. In the event of condemnation proceedings of the Mortgaged Property, the award or compensation payable thereunder is hereby assigned to and shall be paid to Mortgagee. Mortgagee shall be under no obligation to question the amount of any such award or compensation and may accept the same in the amount in which the same shall be paid. In any such condemnation proceedings, Mortgagee may be represented by counsel selected by Mortgagee. The proceeds of any award or compensation so received shall, at the option of Mortgagee, either be applied to the prepayment of the Note and at the rate of interest payable on the award by the condemning authority, or at the option of Mortgagee, such award shall be paid over to Mortgagor for restoration of the Mortgaged Property.

24. At the option of Mortgagee, Mortgagor shall provide Mortgagee with periodic financial statements of the operations of and the financial condition of Mortgagor.

25. The loan represented by the Mortgage and the Note is personal to Mortgagor. Mortgagee extended the funds to Mortgagor based upon the representations made in the Mortgagor's application and the Agreement between the parties as well as Mortgagee's judgment of the ability of Mortgagor to perform under this Mortgage, the Note and the Agreement and Mortgagee's judgment of the ability of Mortgagor to repay all sums due under this Mortgage. Therefore, this Mortgage may not be assumed by any subsequent holder of an interest in the Mortgaged Property unless in compliance with SHIP regulations and with written approval by Mortgagee.

26. COMPLIANCE WITH ENVIRONMENTAL LAWS:

A) Hazardous Waste: "Hazardous Waste" shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time in effect.

B) Representations and Warranties: Mortgagor specifically represents and warrants that the use and operation of the Mortgaged Property comply with all applicable environmental laws, rules and regulations, including, without limitation, the Federal Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act of 1980 and all amendments and supplements thereto, and Mortgagor shall continue to comply therewith at all times. Specifically, and without limiting the generality of the foregoing, there are not now and there shall not in the future be any Hazardous Waste located or stored in, upon, or at the Property, and there are not now nor shall there be at any time any releases or discharges of Hazardous Waste from the Mortgaged Property.

C) Indemnification.

(1) Mortgagor shall indemnify Mortgagee and hold Mortgagee harmless from and against any and all losses, liabilities (including strict liability), damages, injuries, expenses (including attorneys' fees for attorneys of Mortgagee's choice), costs of any settlement or judgment, and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Mortgagee by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Mortgaged Property of any Hazardous Waste, regardless of whether within Mortgagor's control. The indemnification agreement set forth in this paragraph includes without limitation, any losses, liabilities (including strict liability), damages, injuries, expenses (including attorneys' fees for attorneys of Mortgagee's choice), costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response Compensation and Liability Act, any deferral state or local "Superfund" or "Superlien" laws, and any and all other statutes laws, ordinances, codes, rules, regulations, orders or decrees regulating, with respect to or imposing liability, including strict liability, substances or standards of conduct concerning any Hazardous Waste.

(2) The indemnification and hold harmless agreement set forth in this subparagraph shall benefit Mortgagee from the date hereof and shall continue notwithstanding payment, release, or discharge of this Mortgage or the obligations secured hereby, and, without limiting the generality of the foregoing, such obligations shall continue for the benefit of Mortgagee during and following any possession or ownership of the Mortgaged Property by Mortgagee, whether arising by foreclosure or deed in lieu of foreclosure or otherwise, such indemnification and hold harmless agreement to continue forever.

D) Notice of Environmental Complaint. If Mortgagor shall receive any knowledge of notice (actual or constructive) of:

(1) The happening of any event involving the spill, release, leak, seepage, discharge, presence, or cleanup of any Hazardous Waste on the Mortgaged Property in connection with Mortgagor's operations thereon; or

(2) Any complaint, order, citation, or notice with regard to air emissions, water discharges; or

(3) Any other environmental, health, or safety matter affecting Mortgagor;

(All the foregoing be referred to herein as an "Environmental Complaint") from any person or entity, then Mortgagor immediately shall notify Mortgagee orally and in writing of the notice.

E) Mortgagee's Reserved Rights. In the event of an Environmental Complaint, Mortgagee shall have the right, but not the obligation (and without limitation of Mortgagee's rights under this Mortgage) to enter onto the Mortgaged Property or to take such other actions as it shall deem necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Waste or Environmental Complaint. All reasonable costs and expenses, including a reasonable attorney's fee, incurred by Mortgagee in the exercise of any such rights shall be secured by the Mortgage; shall be payable by Mortgagor upon demand; and shall accrue interest at the highest lawful rate from the date paid by Mortgagee.

27. Breach: Any breach of any warranty, representation, or agreement contained in this Mortgage, the Note, or the Agreement shall be an Event of Default and shall entitle Mortgagee to exercise any and all remedies provide in this Mortgage, or otherwise permitted by law.

28. In the event any one or more of the provisions contained in this Mortgage, the Note, or the Agreement, shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall, at the option of the Mortgagee, not affect any other provisions of this Mortgage, but this Mortgage shall be construed as if the such invalid illegal or unenforceable provision had never been contained herein or therein. The total interest payable pursuant to the Note or this Mortgage shall not in any one year exceed the highest lawful rate of interest permitted in the State of Florida.

29. The covenants and agreements herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All covenants, agreements, and undertakings shall be joint and several. In the event additional numbered covenants or paragraphs are for convenience inserted in this Mortgage, such additional covenants shall be read and given the effect as though following this covenant in consecutive order.

30. Mortgagor understands and agrees that this Mortgage shall be recorded in the public records of Marion County, Florida, and that this Mortgage shall be a legal and binding contract and a lien on the Mortgaged Property described herein, enforceable in the courts of the State of Florida.

*[This portion of page intentionally left blank. Signature page follows.]*

IN WITNESS THEREOF, this Mortgage has been duly executed by the undersigned.

**WITNESS:**
Signed, sealed, and delivered
in our presence as witnesses:

**S & A Allen SR 200, LLC**

_____
Witness Signature

_____
Witness Name Printed

_____
Address

_____
Witness Signature

_____
Witness Name Printed

_____
Address

By: _____

Printed Name: _____

Its: _____

Date: _____

**STATE OF FLORIDA**
**COUNTY OF MARION**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on this day_____ of _____ 2024. by Stephen A. Allen as Manager for S&A Allen SR 200, LLC

(SEAL)

_____
Signature - Notary Public

Print Name:_____

My Commission Expires:_____

Property Appraiser's #2378-010-010
Owner: S & A Allen SR 200, LLC

# PROMISSORY NOTE

**$1,200,000.00** **DATE:** _____

**FOR VALUE RECEIVED,** the undersigned (the "Borrower") promises to pay to Marion County, a political subdivision of the State of Florida, SHIP Fund, Marion County, Florida, its successors or assigns ("Lender"), the principal sum of **One Million Two Hundred Thousand Dollars and Zero Cents ($1,200,000.00) to include document stamps and recording fees or such other amount as may be advanced by Lender from time to time hereunder,** and to pay interest on the outstanding principal balance at the rate of zero (0%) percent from the above date until fully paid. Payment shall be due upon sale, transfer, or refinance of the collateral securing this note to Marion County, or if units are used for purposes other than the acquisition and rehabilitation of the 8 rental units or the purposes described in the Marion County Standard Professional Services Agreement Acquisition of Rental Housing Project between Borrower and Lender

This Note and all other obligations of the Borrower, including the agreement entered into between the parties entitled Marion County Standard Professional Services Agreement Acquisition of Rental Housing Project (the "Agreement") are secured by a lien on collateral in the form of real property located in Marion County, Florida (the "Security"), pursuant to a Mortgage Lien For Real Property Acquired or Improved With State Housing Initiatives Partnership Funds (the "Mortgage") held by Lender. The terms and conditions contained in the Agreement and the Mortgage are incorporated herein and made a part hereof as fully as if set forth herein. This Note, the Agreement and the Mortgage are collectively referred to as the "Loan Documents". Reference herein to the Loan Documents is made for a statement of the rights and remedies of Lender with respect to such collateral. Borrower shall not sell, lease or transfer all or any part of the Security or any interest therein, including transfer by judicial sale or any other voluntary or involuntary transfer, without Lender's prior written consent prior to discharge.

1. Payment.

   A. Maturity. The purpose of this Note is to provide Borrower SHIP (State Housing Initiatives Partnership) grant funds for the Acquisition and Rehabilitation of Rental Housing Project. The maturity date of this Note shall be the 1st Day of July 2054. Provided Borrower fully, faithfully and satisfactorily performs all of the terms and conditions of the Marion County Standard Professional Services Agreement for Acquisition and Rehabilitation of Rental Housing, along with said Agreement's Exhibits and the accompanying Mortgage Lien and Promissory Note, then and in that event, upon maturity of said Mortgage Deed and Promissory Note, Lender will release Borrower of its obligations thereunder and will acknowledge full payment and satisfaction of said note and mortgage deed and surrender the same as canceled of record.

   B. Where to Make Payment. Sums due under this Note shall be payable to the Marion County SHIP Grant, Marion County, Florida, 2710 E. Silver Springs Blvd., Ocala, Florida 34470, or such other place as the Noteholder may designate.

   C. Prepayment. Borrower has the option and privilege of prepaying all or any part of the outstanding principal balance evidenced by this Note without premium, penalty or charge.

2. Event of Default.
   An event of default shall occur if: (a) Borrower fails to make any payment due under this Note within fifteen (15) days of the due date; or (b) an event of default occurs under any of the Loan Documents between Borrower and Lender, (collectively "Event of Default").

3. Acceleration.

   Upon the occurrence of any Event of Default, the outstanding principal hereof and all accrued interest thereon, at the option of Lender, shall become and be immediately due and payable without notice or demand.

4. Relationship of Borrower and Lender.

Nothing contained in this Note shall be deemed or construed to create the relationship of partner or joint venture as between Lender and Borrower, it being agreed and understood that the only relationship between the parties is that of lender and borrower. The terms hereunder are only intended to compensate Lender for its agreement to make the loan evidenced by this Note. Market conditions as of the date of this Note have been considered.

5. Costs/Attorney's Fees.

Borrower, and all other persons or entities who are or may become liable on the indebtedness evidenced by this Note, agree jointly and severally, to pay all costs of collection, including reasonable attorneys' fees and all costs of any action or proceeding (including but without limitation commencement of non-judicial foreclosure or private sale), in case the unpaid principal sum of this Note is not paid when due, or in case it becomes necessary to enforce any other obligation of Borrower hereunder or to protect the Security for the indebtedness evidenced hereby, or for the foreclosure by Lender of the Mortgage, or in the event Lender is made a party to any litigation because of the existence of the indebtedness evidenced by the Note, whether suit be brought or not, and whether through courts or original jurisdiction, as well as in courts of appellate jurisdiction, or through a bankruptcy court or other legal proceedings. Borrower acknowledges that all such costs are secured by the Mortgage. As used herein "attorneys' fees" shall be deemed to include fees incurred in appellate, bankruptcy and post-judgment proceedings and shall be deemed to include charges for paralegal, law clerks, and other staff members operating under the supervision of an attorney. Any payment or award of attorney's fees shall include as part thereof any and all sales and/or use taxes imposed thereon by any appropriate governmental authority.

6. Waiver.

Borrower, and all persons or entities who are, or may become, liable for all or any part of this indebtedness, jointly and severally:

A. Presentment. Waive Lender's diligence, presentment, protest and demand for payment, notice of protest of demand, of nonpayment, of dishonor and of maturity and all other notices, filing suit and diligence in collecting this Note, in enforcing any of the security rights or in a proceeding against the Security.

B. Time is of the Essence. Agree that time is of the essence of every provision hereof.

C. Substitution. Agree to any substitution, exchange, addition or release of any of the Security or the addition or release of any party or person primarily or secondarily liable hereon.

D. Renewals, Extensions, Modifications. Consent to any and all renewals, extensions or modifications agreed to by Borrower and Lender of the terms hereof or the terms contained in any of the Loan Documents, including time for payment.

E. Statute of Limitations. Expressly waive to the full extent of the law, the right, if any, to plead any and all statutes of limitation as a defense to any demand on this Note or Mortgage or any other documents executed in connection with the loan evidenced by this Note.

F. No Exhaustion of Remedies. Agree that Lender shall not be required first to institute any suit or exhaust its remedies against Borrower or any other person or party to become liable hereunder, or against the Security in order to enforce payment of this Note.

G. Remain Liable. Agree that, notwithstanding the occurrence of any of the foregoing (except the express written release by Lender of any such person), they shall be and remain jointly and severally, directly and primarily, liable for all sums due under this Note and the

7. Rights and Remedies of Lender.

Borrower, and all persons or entities who are, or may become, liable for all or any part of this indebtedness, jointly and severally:

A. Lender May Waive. Agree that Lender shall have the right, at any time and from time to time, at its sole option and in its sole discretion, to waive all or any part of any charge due Lender hereunder, but such waiver shall be effective only if made in writing and shall not extend to or constitute a waiver of the same or any other term or provision herein contained or contained in the Mortgage.

B. Cumulative. The rights and remedies of Lender as provided in this Note and in the Mortgage, shall be cumulative and concurrent and may be pursued singly, successively or together against Borrower, the Security

encumbered by the Mortgage, or any other persons or entities who are, or may become, liable for all or any part of this indebtedness, or any and other funds, property or security held by Lender for payment hereof, or otherwise, at the sole discretion of Lender.

C. No Waiver. Failure of Lender to exercise any such right or remedy shall in no event be construed as a waiver or release of such rights or remedies, or the right to exercise them at any later time. The acceptance by Lender of payment hereunder that is less than any payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing options at that time or at any subsequent time or nullify any prior exercise of any such option without the express written consent of Lender. A wavier or release with reference to one Event of Default shall not be construed as a continuing, as a bar to, or as a waiver or release of, any subsequent right, remedy or recourse as to any subsequent Event of Default.

8. Waiver of Jury Trial. Borrower hereby waives trial by jury in any action or proceeding to which Borrower and Lender may be parties, arising out of or in any way pertaining to the Loan. This waiver is knowingly, willingly, and voluntarily made by Borrower, and Borrower hereby represents that no representation of fact or opinion has been made by any individual to induce this waiver of trial by jury or to in any way, modify or nullify its effect.

9. Governing Law. This Note is executed and delivered in Marion County, Florida, and shall be construed and enforced according to the laws of the State of Florida.

*[This portion of page intentionally left blank. Signature page follows.]*

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned, as of the above date.

**WITNESS:**

Signed, sealed, and delivered
in our presence as witnesses:

**S & A Allen SR 200, LLC**

_____
Witness Signature

By: _____

Printed Name: _____

_____
Witness Name Printed

Its: _____

_____
Address

_____
Witness Signature

_____
Witness Name Printed

_____
Address

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22779 **Agenda Date:** 5/5/2026 **Agenda No.:** 7.3.1.

**SUBJECT:**
**Request Approval of the Interlocal Agreement between Marion County, Florida and the District Board of Trustees of the College of Central Florida (Budget Impact - None)**

**INITIATOR:**
**James Banta, Fire Chief**

**DEPARTMENT:**
**Fire Rescue**

**DESCRIPTION/BACKGROUND:**
This agreement continues a partnership between Marion County and the College of Central Florida to provide professional training for Marion County Fire Rescue (MCFR) firefighters. Under this arrangement, the College supplies the expert instructors and curriculum, while MCFR provides the necessary facilities, vehicles, and equipment. This contract ensures that firefighters continue to receive instruction in firefighting, emergency medical services, and fire prevention. This is a renewal that will be effective until September 30, 2026.

**BUDGET/IMPACT:**
None

**RECOMMENDED ACTION:**
Motion to approve the Interlocal Agreement between Marion County, Florida and the District Board of Trustees of the College of Central Florida.

# LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Wapinsky (Last) Rachel (First) (Dept) Fire-Rescue - 3310

(Title) Admin Manager (Phone) 352-291-8053

Signature Rachel Wapinsky Date 4-15-26

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☐ Draft Document ☑ Approve as to Form ☐ RESUBMIT LRM No. _____
☐ Legal Opinion ☐ Other

Description of Request

Updated contract renewal planning to expire September 30, 2026.

For more information or discussion, contact: ☐ Same as above

(Name) Banta (Last) James (First) (Title) Fire Chief (Phone) 352-572-5212

Agenda Item? ☑ Yes ☐ No Agenda Date: _____

Agenda Deadline Date for **Legal:** _____ Agenda Deadline Date for **Admin:** _____

**Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.**

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2026-311

Assigned to: ☐ Matthew Guy Minter, County Attorney ☐ Dana E. Olesky, Chief Asst. County Attorney ☐ Linda Blackburn Asst. County Attorney ☒ Thomas Schwartz Asst. County Attorney ☐ Valdoston Shealey Asst. County Attorne

Outcome: Date Received:

☐ Approved as to form and legal sufficiency
☑ Approved with revisions: ☑ Suggested ☑ Completed
☐ Other:

RECEIVED
By Marion County Attorney-WN at Apr 16, 2026

Attorney Signature: _____ Date 4/16/26

Staff Signature: _____ Date: 4/17/26 Returned: ☐ Department ☐ Admin ☐ _____
Completed

Rev2 03/19/2025

**INTERLOCAL AGREEMENT**

**BETWEEN**

**MARION COUNTY, FLORIDA**

**AND**

**THE DISTRICT BOARD OF TRUSTEES OF THE COLLEGE OF CENTRAL FLORIDA**

**THIS INTERLOCAL AGREEMENT** (this "Agreement"), made and entered into by and between **Marion County,** a political subdivision of the State of Florida, whose address is 601 SE 25th Avenue, Ocala, FL 34470, (hereinafter called the "COUNTY") and the **District Board of Trustees of the College of Central Florida**, a political subdivision of the State of Florida, whose address is 3001 SW College Road, Ocala, FL 34474-4415, (hereinafter called the "COLLEGE").

**WHEREAS**, pursuant to the Florida Interlocal Cooperation Act of 1969, §163.01, Fla. Stat., the COUNTY and COLLEGE mutually desire to enter into an Agreement for the following purposes; and

**WHEREAS**, COLLEGE, offers a Program of Study for Career and Volunteer Firefighters;

**WHEREAS,** COUNTY operates a department, Marion County Fire Rescue, hereinafter referred to as "MCFR" located in Marion County, Florida;

**WHEREAS**, one purpose of COUNTY is to provide career professional and volunteer firefighters with professional instruction and training in subjects, including, but not limited to, firefighting, fire prevention, emergency medical services, and emergency operations, at a minimum cost to them;

**WHEREAS**, COLLEGE has the expertise and personnel to provide COUNTY and its firefighters with such training, as set forth in § 633.432, Fla. Stat. (2018);

**WHEREAS**, COUNTY, through MCFR, has the facilities, props, apparatus, tools and equipment, including vehicles, to facilitate the training set forth in § 633.432, Fla Stat. (2018);

**WHEREAS,** it would benefit both Parties to enter into an agreement whereby COLLEGE will provide the required training at MCFR, under mutually agreeable terms and conditions;

**WHEREAS**, COUNTY and COLLEGE previously entered into that certain Interlocal Agreement effective April 1, 2024 (the "Prior Agreement"), which expired on April 1, 2026; and

**WHEREAS**, the parties desire to enter into this Agreement to continue their relationship on the terms set forth herein;

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein, COLLEGE and COUNTY agree as follows:

(1) **Services and Deliverables**: COLLEGE agrees to render the following service or other units of deliverables:

(A) COLLEGE will provide continuing workforce education training courses for all MCFR personnel, volunteers, associated professional programs, Ocala-Marion

Mentorship program, High School program(s), County employees, and any other entity Marion County management approves for professional training.

(B) COLLEGE will register MCFR employees or volunteers as COLLEGE students, including completion of a student registration form and any additional forms such as waivers, hold harmless agreements, etc. required by COUNTY or the owner of the training site.

(C) A qualified training staff member or designated instruction staff member from MCFR will be present during instruction on the training site of COUNTY.

(D) A Program Coordinator or lead instructor to be appointed and employed or retained as an independent contractor by COLLEGE will be responsible for providing instruction on the campus of MCFR. During live-burn or otherwise hazardous training, an appropriate teacher to student ratio will be maintained as required by the National Fire Protection Association Section 1402 and 1403, currently a 1:5 instructor/student ratio.

(E) Lead Instructors provided by COLLEGE must meet the minimum qualifications outlined in Fla. Admin. Code R. 69A-37.059, for firefighting instructors. Adjunct instructors with greater than six years of service as fire personnel or EMS operations may assist in firefighting instruction under the lead instructor. Additionally, adjunct instructors with greater than 6 years of service may take lead for non-fire related subjects to include but not limited to peer fitness training, peer support training, EMS instruction, and logistical duties on the training grounds. Support level instructors are those that have less than six years on and must be working with an adjunct or lead instructor for the day for any of the fire or EMS instruction. Support instructors may also be assigned to logistical duties, PFT and/or Peer Support training on site as lead instructors as well. All instructional staff must also meet the requirements for part-time employment and certification with the COLLEGE and any other qualifications required of full-time teaching staff for any specific discipline.

(F) Course objectives, course descriptions, course outlines, and who the course is designed for shall be developed for all courses. COLLEGE will coordinate with MCFR to ensure that the course materials are complete, accurate, and up-to-date.

(G) COLLEGE instructors will be responsible for testing, grading, and other academic matters for which COLLEGE employed instructors are responsible.

(H) All reports, documents, and documentation requested by either party from the other party relating to this Agreement, must be made available upon request during a reasonable time frame.

(2) **Delivery Schedule**: The services or other units of deliverables specified in paragraph (1) above will be delivered or otherwise rendered on behalf of COLLEGE as follows:

(A) Training will be delivered on an as-needed or requested basis in accordance with COLLEGE and MCFR needs.

(B) Other courses may be scheduled by agreement of the parties.

(C) MCFR will provide all requests for training at least two weeks prior to the desired start of the training course.

(D) COLLEGE will provide supervision and instruction required for effective delivery of the program, but will coordinate with COUNTY as needed.

(E) All instructors will adhere to all policies and procedures of the COLLEGE.

(F) COLLEGE agree to coordinate in good faith with COUNTY in the planning and documentation of learning experiences and further agrees to ensure that instruction complies with all existing policies and procedures of COUNTY related to specific areas of training in this program including Marion County Fire Standard Operating Procedures/Standard Operating Guidelines and the Marion County Employee Handbook. COLLEGE acknowledges that it is aware of the policies in effect as of the date of this Agreement. If these policies and procedures are changed COUNTY agrees to notify COLLEGE of such changes.

(3) **Compensation**: COUNTY shall reimburse COLLEGE for the cost of delivery of the program in an amount equal to $32.00 per hour for COLLEGE instructors with greater than six years of experience and $18.00 per hour for support level instructors. Such aforementioned rates may be modified upon amendment of MCFR's pay schedule and acceptance thereof by COLLEGE. Further, COUNTY will pay an administrative fee of $40,000 upon execution of this agreement and annually thereafter to COLLEGE for an administrative assistant that would handle all paperwork to include payroll.

(4) **Duties and Obligations**:

(A) COUNTY agrees to allow COLLEGE the use of the MCFR facilities located in Ocala, Florida, during the times, and at the locations scheduled by the COLLEGE without a facility charge, on the days and hours to be planned by the faculty of COLLEGE in consultation with the designee of COUNTY. COLLEGE'S use of the premises will be exclusively for the purposes outlined in this Agreement.

(B) COUNTY agrees to furnish heating, air conditioning, janitor services, and utilities for the premises during the term of this Agreement at the expense of COUNTY.

(C) COUNTY agrees to allow COLLEGE the use of its props, apparatus, tools, and equipment (including vehicles), which are necessary for the delivery of contracted services, exclusively for the instructional purposes outlined in this Agreement. COUNTY will assure that all props, apparatus, tools, and equipment provided by COUNTY are in good working order. Upon the completion of use for an individual class session, the props, apparatus, tools, and equipment, including vehicles, will be returned by COLLEGE personnel to their proper storage place in good working order. Any discrepancies, damage, inoperability, or other problems must be reported immediately to COUNTY's property manager.

(D) COUNTY will provide available parking for COLLEGE students and personnel provided under this Agreement.

(E) COUNTY will provide all necessary instructional supplies for training as needed and as available funding permits.

(F) COUNTY assumes full responsibility for property damage (e.g., COUNTY vehicles and training equipment purchased by COUNTY) and agrees to pay for any damage incurred during student training.

(G) COUNTY agrees to provide faculty and students with on-site emergency medical care in case of illness or accidents incurred while on duty and/or participating in training classes.

(H) COLLEGE shall ensure that Workers' Compensation Insurance coverage is in place for COLLEGE employees or independent contractors serving as Program faculty, lead instructors or Program coordinator(s).

(I) Instructors will be paid on COLLEGE salary schedule as part-time instructors.

(5) **Term and Renewal**: This Agreement is effective as of April 1, 2026, and will continue until September 30, 2026, unless terminated earlier by either Party with ninety (90) days prior written notice. In the event of termination, students will be permitted to complete courses in which they are enrolled as of the Notice of Termination and Compensation shall be due for such services pursuant to Section 3, above.

(6) **Record Keeping**: COLLEGE shall maintain a hard copy student progress folder for each program in accordance with Florida Department of Education requirements. COLLEGE shall also maintain a hard copy file for each instructor provided under this Agreement which will contain forms, certificates, correspondence, and supporting documents verifying the qualifications of each instructor.

(7) **Public Records and Meetings**: COLLEGE and COUNTY are subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of its governing board or the meetings of any subcommittee making recommendations to the governing board. All such meetings shall be publicly noticed, open to the public, and the minutes of all such meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(8) **Liability**:

(A) Each Party agrees to be fully responsible for its own acts of negligence and the acts of negligence of its respective officers, agents, and employees acting within the scope of their agency or employment, and agrees to be responsible for any damages resulting from said negligence, subject to the limitations and defenses provided by § 768.28, Fla. Stat.

(B) This Agreement does not waive sovereign immunity by any agency or political subdivision to which sovereign immunity may apply, or of any rights or limits of liability existing under § 768.28, Fla. Stat. (2018). This term survives the termination of all performance or obligations under this Agreement and is fully binding until any applicable statute of limitations bars any proceeding brought under this Agreement.

(C) Nothing in this Agreement provides consent by any agency or political subdivision of the State of Florida to allow any person or entity not a party to this Agreement to sue, including, but not limited to, any citizen or employees of the COUNTY or COLLEGE, in any matter arising out of this Agreement, or to confer any rights on any third party to allow

any claim otherwise barred under the doctrine of sovereign immunity or by operation of law.

(9) **Taxes and Insurance**: COLLEGE is exempt from payment of Florida state sales and use taxes and Federal Excise Tax. COUNTY is not entitled to COLLEGE's tax exemption in securing materials. COUNTY shall be responsible for maintaining property insurance coverage on the premises and on the COUNTY property located therein as provided for in Part 1, Chapter 284, Fla. Stat. Neither COUNTY nor COLLEGE shall be required to provide any other insurance coverage with this Agreement. COUNTY shall be responsible for all losses to any personal property belonging to COLLEGE that may be maintained on the premises, unless action or inaction of COLLEGE, its officers, agents, students, and/or employees is the cause of such loss.

(10) **Use of Premises**: COLLEGE will not make or suffer any unlawful, improper or offensive use of the premises or any use or occupancy thereof contrary to the laws of the State of Florida or the Ordinances of Marion County now or hereinafter made.

(11) **Default**: If any of the following events occur ("Events of Default"), all obligations on the part of the non-defaulting party will, if the party so elects, terminate and the non-defaulting party may, at its option, exercise any of its remedies set forth in paragraph twelve (12).

(A) If any warranty or representation made by either party in this Agreement or any previous agreement between the parties is at any time false or misleading in any respect, or if either party fails to keep, observe, or perform any of the obligations, terms, or covenants contained in this Agreement or any previous Agreement between the parties, and has not cured such in a timely fashion, or is unable or unwilling to meet its obligations there-under;

(B) Misuse of funds; fraud; lack of compliance with applicable rules, laws, and regulations; failure to perform in a timely manner, and refusal by either party to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat.

(C) If any reports required by this Agreement have not been submitted or have been submitted with incorrect, incomplete, or insufficient information, or

(D) If either party has failed to perform and complete in timely fashion any of its obligations under this Agreement.

(12) **Remedies**: Upon the happening of an Event of Default, the non-defaulting party may, at its option, upon thirty (30) calendar days prior written notice to the defaulting party and upon the defaulting party's failure to cure within said thirty (30) day period, exercise any one or more of the following remedies, either concurrently or consecutively:

(A) Terminate this Agreement, provided that defaulting party is given at least thirty (30) days prior written notice of such termination. The notice will be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (13) herein;

(B) Commence an appropriate legal or equitable action to enforce performance of this Agreement.

(C) Exercise any corrective or remedial actions, to include, but not be limited to:

1. Requesting additional information from defaulting party to determine the reasons for or the extent of non-compliance or lack of performance,

2. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, and

(D) Exercise any other rights or remedies which may be otherwise available under law.

(E) The pursuit of any one of the above remedies shall not preclude the parties from pursuing any other remedies contained herein or otherwise provided at law or in equity. No waiver by non-defaulting party of any right or remedy granted hereunder or failure to insist on strict performance by defaulting party shall affect or extend or act as a waiver of any other right or remedy of non-defaulting party hereunder, or affect the subsequent exercise of the same right or remedy by non-defaulting party for any further or subsequent default by defaulting party.

(F) The parties may agree to terminate this Agreement for their mutual convenience as evidenced by written amendment of this Agreement. The amendment will establish the effective date of the termination, and the procedures for proper closeout of the Agreement and completion of courses being conducted at the time of termination.

(13) **Notices**: All notices, requests, consents, and other communications required or permitted under this Agreement must be in writing and hand delivered by messenger or courier service; faxed; emailed; or mailed by Registered or Certified Mail (postage prepaid), Return Receipt Requested, addressed to:

AS TO COUNTY:

James Banta, Fire Chief Marion County Fire Rescue
2631 SE 3"Street
Ocala, Florida 34471
Email: James.Banta@marionfl.org
Phone Number: (352) 291-8000
Fax Number: (352) 291-8098

WITH COPY TO:

Parker Redman, Risk Manager
Marion County, a political subdivision of the State of Florida
521 SE 26th Ct.
Ocala, FL 34471
Email: Thomas.Futch@marionfl.org
Phone Number: (352) 438-2341

AS TO COLLEGE:

Charles H. Prince, Vice President of Administration and Finance
3001 SW College Road, Ocala, FL 34474
Email: princech@cf.edu
Phone Number: (352) 854-2322, EXT. 1637

WITH COPY TO:

The District Board of Trustees of the College of Central Florida,
3001 SW College Road, Ocala, FL 34474-4415

Or to such other address(es) as the parties may mutually designate by notice complying with the terms of this Agreement. Each such notice will be deemed delivered:

a) On the date delivered, if by personal deliver,

b) On the date faxed or emailed, if by facsimile or email, and

c) On the date upon which the Return Receipt is signed, or delivery is refused, or the notice is designated by the postal authorities as not delivered if mailed to the proper address.

(14) **Relationship of Parties**: The relationship of COLLEGE to COUNTY shall be that of an independent contractor, and COUNTY shall have no right to supervise COLLEGE, its officers, employees, or independent contractors in their performance hereunder, subject to the provisions contained in this Agreement.

(15) **Waivers and Certain Claims**: Nothing contained in this Agreement shall be deemed an admission of liability by any Party to any other Party with regard to the subject matter of this Agreement, or any related matter. Except where specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall be construed to create an association, trust, partnership, or joint venture, or impose a trust or partnership duty, obligation, or liability on or with regard to any Party. Each Party shall be individually and severally liable for its own obligations under this Agreement.

(16) **Modification**: No provision of this Agreement may be waived, changed, or modified orally, but such may be accomplished only by an agreement in writing executed with the same formality as this Agreement.

(17) **Compliance with Laws**: Each Party must comply with all applicable federal, state, county and municipal laws, ordinances, statutes, rules, and regulations.

(18) **Entire Agreement**: This Agreement constitutes, and is intended to constitute, the complete and entire agreement between the Parties with respect to the subject matter hereof and expressly supersedes any and all prior oral or written negotiations or agreements between the parties hereto concerning the subject matter hereof. If a conflict exists between the terms of this Agreement and the terms of any other agreement between the Parties, the terms of this Agreement will govern and control.

(19) **Assignment**: No Party may assign any right granted, or obligation assumed hereunder. Any such attempted transfer will be null, void, and of no force or effect and will constitute a breach of this Agreement.

(20) **Further Assurances**: Each Party hereto will cooperate and will take such further action and execute and deliver such further documents as may be reasonably requested by any other Party hereto in order to effectuate or facilitate the purpose and intent of this Agreement.

(21) **Attorney's Fees**: If any dispute arises out of this Agreement, each Party will pay its own attorney fees, costs, and expenses. This provision is applicable to the entire Agreement, and includes attorney fees, costs, and expenses incurred in enforcing and collecting an arbitration award or judgment.

(22) **Severability**: If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it will be considered severable from the remainder of this Agreement and will not cause the remainder to be invalid or unenforceable. In such event, if necessary or applicable, the Parties will reform this Agreement to replace such stricken provision with a valid and enforceable provision, which comes as close as possible to expressing the intention of the stricken provision.

(23) **Fair Dealing**: Each Party will act in good faith and engage in fair dealing when taking any action under or related to this Agreement.

(24) **Construction**: In the case of uncertainty regarding the language in any part of this Agreement, the language shall be construed in accordance with its fair meaning rather than being interpreted against the Party who caused the uncertainty to exist.

(25) **Judgments and Determinations**: When the terms of this Agreement provide that an action may or must be taken or that the existence of a condition may be established based on a judgment or determination of a Party, such judgment shall be exercised or such determination will be made in good faith, in a timely manner, and will not be arbitrary or capricious.

(26) **Legal Authority**: The Parties, having carefully read this Agreement and having consulted or been given an opportunity to consult counsel of their choice, have indicated their agreement to all of the above terms by signing this Agreement. Each signatory hereto represents that he or she is authorized to sign this Agreement on behalf of the Party for whom it purports to sign.

(27) **Public Records Compliance**: The Parties understand the broad nature of these laws and agrees to comply with Florida's Public Record Laws relating to records retention.

A. IF COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF RECORDS AT: CHARLES H. PRINCE, VP ADMINISTRATION AND FINANCE AT (352) 854-2322, EXT. 1637 OR IN PERSON AT 3001 SW COLLEGE ROAD, OCALA, FL 34474.

B. IF COLLEGE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO COLLEGE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF RECORDS AT: PUBLIC RELATIONS, 601 SE 25TH AVE, OCALA, FL 34471, PHONE: 352-438-2300, FAX: 352-438-2309, EMAIL: PUBLICRELATIONS@MARIONFL.ORG.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as of the dates set forth below, and agree that it shall be deemed effective as of the Effective Date set forth above.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS**
**MARION COUNTY, FLORIDA**

By: _____
Gregory C. Harrell, Clerk

By: _____
Carl Zalak, Chairman

Date: _____

Date: _____

For Use and Reliance of
Marion County Only,
Approved as to Form and
Legal Sufficiency

for: _____
Matthew G. Minter
County Attorney

**THE DISTRICT BOARD OF TRUSTEES**
**COLLEGE OF CENTRAL FLORIDA**

**WITNESS:**

_____ 4-202026
Sign Name: Date

Ellin Carter
Print Name

_____ 4/20/26
Sign Name: Date

Suzanne Aldana
Print Name

By: _____
Print Name: Jennifer Fryus

Title: Vice President, Workforce Development and Innovation

Date: 4/20/26

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22789 **Agenda Date:** 5/5/2026 **Agenda No.:** 7.4.1.

**SUBJECT:**
**Request Approval of the Reclassification of Three RLE Maintenance Tech Equipment Operator Positions, Pay Grade 103 Non-Exempt, to Three RLE Maintenance Tech Equipment Operator Positions, Pay Grade 103-105 Non-Exempt, within the Budget of Contracted Road Construction RLE MSTU HC505541 (Budget Impact - None)**

**INITIATOR:**
**Bobbi Perez, Director**

**DEPARTMENT:**
**Human Resources**

**DESCRIPTION/BACKGROUND:**
Requesting correction of the pay grade structure for the RLE Maintenance Tech Equipment Operator position to reflect the intended matrix of 103-105, which was not accurately captured following the Evergreen implementation. This adjustment aligns the position with the originally approved structure and supports training progression and succession planning.

**BUDGET/IMPACT:**
None

**RECOMMENDED ACTION:**
Motion to approve the reclassification of three (3) RLE Maintenance Tech Equipment Operator positions, pay grade 103 non-exempt, to three (3) RLE Maintenance Tech Equipment Operator positions, pay grade 103-105 non-exempt, within the budget of Contracted Road Construction RLE MSTU HC505541.

**RESOLUTION 26 R-_____**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, PROVIDING FOR THE RECLASSIFICATION OF THREE (3) RLE MAINTENANCE TECH EQUIPMENT OPERATOR POSITIONS, PAY GRADE 103 NON-EXEMPT, TO THREE (3) RLE MAINTENANCE TECH EQUIPMENT OPERATOR POSITIONS, PAY GRADE 103-105 NON-EXEMPT, WITHIN THE BUDGET OF CONTRACTED ROAD CONSTRUCTION RLE MSTU HC505541, ALONG WITH THE CORRESPONDING JOB DESCRIPTION AND PAY GRADE AND INCORPORATING THE FOREGOING ACTIONS INTO THE MARION COUNTY CLASSIFICATION PLAN.**

**WHEREAS,** it is required that all changes to the Classification and Pay Plan must be accomplished through Board approval and resolution; and

**WHEREAS,** the job description and pay grade for the position of RLE Maintenance Tech Equipment Operator is a current job classification within the Marion County Classification Plan; and

**WHEREAS**, it is the desire of the Board of County Commissioners of Marion County, Florida, to provide for the reclassification of Three (3) RLE Maintenance Tech Equipment Operator Positions, Pay Grade 103 Non-Exempt, to Three (3) RLE Maintenance Tech Equipment Operator Positions, Pay Grade 103-105 Non-Exempt, within the Budget of Contracted Road Construction RLE MSTU HC505541 in order to effectuate the proper and efficient administration of Marion County Human Resources as specifically provided for in this Resolution.

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

**Section 1**. The reclassification of Three (3) RLE Maintenance Tech Equipment Operator Positions, Pay Grade 103 Non-Exempt, to Three (3) RLE Maintenance Tech Equipment Operator Positions, Pay Grade 103-105 Non-Exempt, within the Budget of Contracted Road Construction RLE MSTU HC505541 along with the corresponding job descriptions and pay grades, within the Board of County Commissioners, is hereby approved.

**Section 2.** And incorporating the foregoing actions into the Marion County classification plan.

**Section 3. Effective Date.** This resolution to shall take effect on May 9, 2026.

**DULY RESOLVED** this 5th day of May, 2026.

**BOARD OF COUNTY COMMISSIONERS**
**MARION COUNTY, FLORIDA**

**ATTEST:**

_____
**GREGORY C. HARRELL, CLERK**

_____
**CARL ZALAK III, CHAIRMAN**

| New/Reclass | Dept# | Job Class | Vacant/Filled | Position | Pay Grade | Current Title | Unloaded Salary | Current Loaded Salary | Proposed Job Class | Proposed Pay Grade | Employee Pay Grade | FLSA | Proposed Title | Unloaded Salary | Proposed Loaded Salary | Difference Loaded |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Reclass | HC505541 | 8043 | Filled | 11386 | 103 | RLE MAINTENANCE TECH EQUIP OPERATOR | $ 34,798 | $ 57,757.85 | 8043 | 103-105 | 103 | NON-EXEMPT | RLE MAINTENANCE TECH EQUIP OPERATOR | $ 34,798 | $ 57,757.85 | $0 |
| Reclass | HC505541 | 8043 | Filled | 11389 | 103 | RLE MAINTENANCE TECH EQUIP OPERATOR | $ 39,458 | $ 63,779.44 | 8043 | 103-105 | 103 | NON-EXEMPT | RLE MAINTENANCE TECH EQUIP OPERATOR | $ 39,458 | $ 63,779.44 | $0 |
| Reclass | HC505541 | 8043 | Filled | 11748 | 103 | RLE MAINTENANCE TECH EQUIP OPERATOR | $ 33,093 | $ 55,556.32 | 8043 | 103-105 | 103 | NON-EXEMPT | RLE MAINTENANCE TECH EQUIP OPERATOR | $ 33,093 | $ 55,556.32 | $0 |
| | | | | | | | | | | | | | | Budget Impact | | $0 |

# Marion County Board of County Commissioners
## POSITION DESCRIPTION

*To be successful in this position, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.*

# RLE MAINTENANCE TECH EQUIPMENT OPERATOR

**Department:** **MSTU**
**Pay Grade:** **103/104/105**
**FLSA Status:** **Non-Exempt**
**Job Class:** **8043**
**Risk Code:** **5509**

### JOB SUMMARY

Responsible for performing semi-skilled manual work in the maintenance and/or construction of County roads, rights-of-way, and facilities including the operation of several types of small, light and medium equipment involved to ensure the safety and welfare of the general public.

### ESSENTIAL JOB FUNCTIONS

- Cuts and trims grass, weeds, trees, plants, brush, and performs maintenance of landscaping at Rainbow Lakes Estates facilities and Right of Way, etc. Collects roadside litter and other debris, rakes leaves, clears ditches, manually loads and unloads materials at job sites, performs concrete work, performs asphalt patching, and removes fallen tree limbs.
- Performs such labor by operating various sized mowers, including batwings pulled by tractors, brush mowers, slope mowers, push-behind mowers, and zero turn mowers, as well as weed eaters, edgers, chainsaws, trimmers, chippers, and tractors.
- Uses various hand tools while performing maintenance and/or construction activities on Rainbow Lakes Estates roads, rights-of-way, and grounds.
- Operates and performs routine maintenance on various pieces of small, light, and medium equipment while performing maintenance and/or construction on Rainbow Lakes Estates roads, rights-of-way, and grounds.
- Assists in the setup of work zones and remains routinely responsible for performing flagging duties to ensure the safety of workers.
- Handles hazardous and non-hazardous materials required in the maintenance and/or construction of Rainbow Lakes Estates roads, rights-of-way, and grounds.
- Performs light to medium carpentry work that may involve working with wood products, measuring, cutting, and nailing wood in the repair and maintenance of doors, windows, casings, framing, and steps.
- Ensures the safe and efficient operation of equipment, usually a single chassis basic truck with mechanical attachments. Performs light to heavy physical labor when not required to drive. Serves

as flagman. Places and removes traffic cones, barricades, flags, signs, curbs, and other traffic control devises. Patches highways. Replaces and repairs guard rails and posts.

- Work may include the pressure washing of buildings, walkways, seats, piers, docks, and other structures for the purpose of cleaning. Light to medium painting of inside and outside of buildings and other structures, that may involve the use of all types of paints and other solvents for the purpose of cleaning and painting.
- • Operates various types of mechanized equipment used in the maintenance of highways, such as flatbed trucks, pickup trucks, dump trailer, and tractors, which requires manual dexterity and sufficient strength to operate various controls. Learns to operate other Rainbow Lakes Estates equipment. Requests major vehicle or equipment maintenance when required. Assists mechanic in repairs when needed. Performs routine service and maintenance.
- Completes all required paperwork to include work reports, equipment and vehicle checklists and time sheets.
- Provides excellent customer service to members of the general public and other County employees. Personal contact occurs with other employees of the unit, employees of other departments in the County, citizens, and customers of the department. Service is provided in person or by phone contact.
- Implements the organization's guiding principles and core values.
- Performs other related job duties as assigned.

## SUPERVISION

This position may perform as a lead worker for a group of employees. May review the work product of others; provide direction, guidance, advice, and assistance to others on work assignments and ensure work assignment(s) is/are complete(d) as instructed, contacting supervisor for any questions or further direction.

## QUALIFICATIONS

| Requirements | Rainbow Lakes Estates Maintenance Technician / Equipment Operator I | Rainbow Lakes Estates Maintenance Technician / Equipment Operator II | Rainbow Lakes Estates Maintenance Technician / Equipment Operator III |
|---|---|---|---|
| Education | HS Diploma / GED preferred | HS Diploma / GED preferred | HS Diploma / GED preferred |
| Florida Driver License | Required | Required | Required |
| Class B CDL or higher | Not Required | Not Required | Required |
| Licensing | Maintenance of Traffic (MOT) Flagging, National Incident Management System (NIMS): IS-100, IS-200, IS-700, IS-800 and CPR within twelve (12) months | Maintenance of Traffic (MOT) Flagging, National Incident Management System (NIMS): IS-100, IS-200, IS-700, IS-800 and CPR required | Maintenance of Traffic (MOT) Flagging, National Incident Management System (NIMS): IS-100, IS-200, IS-700, IS-800 and CPR required |
| Core Equipment Certifications (within 12 months) | Chainsaw / Polesaw | Chainsaw, Polesaw, Zero Turn Mower, Wood Chipper, Tractor with Bushhog, Batwing I and II | Chainsaw, Polesaw, Zero Turn Mower, Wood Chipper, Tractor with Bushhog, Batwing I and II |
| | Zero Turn Mower | | |
| | Wood Chipper | Backhoe | Backhoe |
| | Tractor with Bushhog | Boom Truck | Boom Truck |
| | Tractor with Batwing I and II | Single Axle Dump Trailer | Single Axle Dump Trailer |
| | | Bobcat | Bobcat |
| Experience | No experience required; or 1 year related experience and/or training; or equivalent combination of education and experience | 3 years | 5 years |
| Pay Grade | 103 | 104 | 105 |
| Stipends | Specialty Equipment Certifications earned following the latest Equipment Training and Certification Plan will earn an hourly stipend of $0.10/hr for every group of 4 pieces of specialty equipment certified. | | |

## KNOWLEDGE, SKILLS AND ABILITIES

- Ability to read and comprehend simple instructions, short correspondence, and memos.
- Ability to write simple correspondence.
- Ability to effectively present information in one-on-one and small group situations to customers, clients, and other employees of the organization.
- Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
- Ability to compute rate, ratio, and percent.
- Ability to apply common sense understanding to carry out detailed but uninvolved written or oral instructions.
- Ability to deal with problems involving a few concrete variables in standardized situations.

- Ability to exercise some judgment in selection of procedures, methods, tools, or equipment to own work to accomplish tasks.
- Knowledge of gardening and ground maintenance principles and practices.
- Knowledge of tools, materials, and equipment used in grounds maintenance.
- Knowledge of all county regulations pertaining to the operation of assigned equipment.
- Knowledge of traffic regulations and practices followed in the safe operation of light motorized equipment.
- Knowledge of the safe materials handling principles associated with grounds maintenance and equipment operations.
- Ability to remain calm in stressful situations.
- Ability to take a teamwork approach to the job by cooperating with others, offering to help others when needed, and considering larger organization or team goals rather than individual concerns. Includes the ability to build a constructive team spirit where team members are committed to the goals and objectives of the team.

## PHYSICAL DEMANDS

The work is very heavy work which requires exerting in excess of 100 pounds of force occasionally and/or in excess of 50 pounds of force frequently, and/or in excess of 20 pounds of force constantly to move objects. While performing the duties of this job, the employee will occasionally be required to sit; will regularly be required to climb or balance, stoop, kneel, crouch or crawl; and will frequently be required to stand, walk, use hands to finger, handle, or feel, reach with hands and arms, and talk or hear.

## WORK ENVIRONMENT

Work is performed primarily in various outdoor environments. While performing the duties of this job, the employee will occasionally be exposed to toxic or caustic chemicals; risk of electrical shock; vibrations; high, precarious places; and fumes or airborne particles; and will frequently be exposed to moving mechanical parts and outdoor weather conditions.

***Marion County has the right to revise this job description at any time. This description does not represent in any way a contract of employment.***

_____ _____

Employee Signature Date

_____ _____

Supervisor (or HR) Signature Date

***F.O.E.*** *Marion County does not discriminate on the basis of race, color, national origin, sex, religion, age, disability or military service in employment or the provision of services.*

Updated: 4/2025

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22775 **Agenda Date:** 5/5/2026 **Agenda No.:** 7.5.1.

**SUBJECT:**
**Request Approval of Bid Award: 26B-059 SE 113th Street Road Resurfacing Project - Art Walker Construction, Inc., Ocala, FL (Budget Impact - Neutral; expenditure of $974,113)**

**INITIATOR:**
**Susan Olsen, Director**

**DEPARTMENT:**
**Procurement Services**

**DESCRIPTION/BACKGROUND:**
On behalf of the Office of the County Engineer, Procurement advertised a bid for resurfacing SE 113th Street Road (from Bay Road to Fisher Road). The work includes pavement resurfacing, construction of side street and driveway aprons, shoulder sodding, restriping of pavement markings, and widening of pavement shoulders in curved areas. A total of four (4) submittals were received in response to the solicitation, and the bid tabulation is provided below:

| **Firm - *Location*** | **Bid Total** |
|---|---|
| Art Walker Construction, Inc. - *Ocala, FL* | $ 974,113.00 |
| Anderson Columbia Co., Inc. - *Ocala, FL* | $1,020,665.76 |
| C W Roberts Contracting, Inc. - *Ocala, FL* | $1,128,393.34 |
| Superior Asphalt, Inc. - *Oneco, FL* | $1,215,001.00 |

Steven Cohoon, PE, County Engineer, recommends that Art Walker Construction, Inc., receive the award as the lowest, most responsive, and most responsible bidder.

Attached for review is a draft of the contract. Upon approval at today's meeting, it will be sent to Art Walker Construction, Inc., for signatures, and upon return, will be forwarded to the Clerk and Chairman for signatures.

**BUDGET/IMPACT:**
Neutral; expenditure of $974,113.00. Up to ten percent (10%) contingency will be added to the purchase order in accordance with the Procurement Manual. Funding is from VJ738541-563220-STC073884 (Infrastructure Surtax Capital Project Fund).

**RECOMMENDED ACTION:**
Motion to approve the recommendation and allow staff to issue a contract, and upon approval by Legal, authorize the Clerk and Chairman to execute the contract with Art Walker Construction, Inc., under 26B-059.

# STANDARD FIXED PRICE AGREEMENT
# BETWEEN COUNTY AND CONTRACTOR

This Standard Fixed Price Contract Between County and Contractor (this "Agreement"), made by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as the "COUNTY") and **Art Walker Construction , Inc.**, located at 2889 NW 63rd St., Ocala, FL 34475, possessing FEIN# 59-3417034, (hereinafter referred to as the "CONTRACTOR") under seal for **SE 113TH Street Rd Resurfacing Project** (hereinafter referred to as the "Project"). COUNTY and CONTRACTOR (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

## SECTION 1
## THIS AGREEMENT AND THE CONTRACT DOCUMENTS

### A. EFFECTIVE DATE

The agreement between COUNTY and CONTRACTOR, of which this Agreement is a part, consists of the Contract Documents defined herein. This Agreement shall be effective on the last signature date set forth below.

### B. THE CONTRACT DOCUMENTS

**1.** The Contract Documents are defined as this Agreement with all its special terms and conditions, if any, the Specifications, the Drawings, all Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

**Marion County Bid # 26B-059 - SE 113TH Street Rd Resurfacing Project, the Offer, Project Bid Scope and/or Specifications, Plans and drawings, Any/all Addenda as issued in support of this Bid, Recorded Bonds as required, Certificate of Insurance and Notice to Proceed**

**2.** CONTRACTOR acknowledges receipt of a copy of each and every Contract Document.

**3.** The Contract Documents, and each item therein, shall remain the property of COUNTY. CONTRACTOR shall have the right to keep one record set of the Contract Documents upon completion of the Project.

4. Should any conflict arise between the contract documents and this Agreement, the terms of this Agreement shall govern.

### C. ENTIRE AGREEMENT

The Contract Documents form the entire integrated agreement between the Parties for the Project that supersedes prior negotiations, representations or agreements either written or oral. This Agreement may be amended or modified only by a writing.

### D. THE PRICE

COUNTY shall pay, and CONTRACTOR shall accept, as full and complete payment for all of the Work required and defined herein, the sum of **Nine Hundred Seventy-Four Thousand, One Hundred Thirteen and 00/100 Dollars ($974,113.00) based on unit pricing set forth in the SE of Values, Exhibit A, hereto,** (the "Price"). The Price shall not be modified except by Change Order as provided in this Agreement.

### E. NO PRIVITY WITH OTHERS

Nothing contained in the Contract Documents shall create, or be interpreted to create, privity or any other contractual agreement between COUNTY and any other person or entity other than CONTRACTOR.

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## F. INTENT AND INTERPRETATION

1. The intent of this Agreement is to require complete, correct and timely execution of the Work. Any Work that may be required implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by CONTRACTOR for the Price.
2. This Agreement is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by this Agreement.
3. When a word, term or phrase is used in this Agreement, it shall be interpreted or construed, first as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.
4. The words “include,” “includes,” or “including,” as used in this Agreement, shall be deemed to be followed by the phrase, “without limitation.”
5. The specification herein of any act, failure, refusal, omission, event, occurrence, or condition as constituting a material breach of this Agreement shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Agreement.
6. Words or terms used as nouns in this Agreement shall be inclusive of their singular and plural forms, unless the context or their usage clearly requires a contrary meaning.
7. CONTRACTOR shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings and the Product Data and shall give written notice to COUNTY of any inconsistency, ambiguity, error or omission which CONTRACTOR may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by COUNTY, or the Architect and/or Engineer, of the Contract Documents, Shop Drawings or Product Data, shall not relieve CONTRACTOR of the continuing duties imposed hereby, nor shall any such approval be evidence of CONTRACTOR’s compliance with this Agreement.
8. COUNTY has requested the Architect and/or Engineer to prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. HOWEVER COUNTY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, CONTRACTOR acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that CONTRACTOR has not, does not, and will not rely upon any representation or warranties by COUNTY concerning such documents as no such representation or warranties have been or are hereby made.
9. As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern; as between larger scale and smaller scale drawings, the larger scale shall govern.
10. Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control CONTRACTOR in dividing the Work or in establishing the extent or scope of the Work to be performed by subcontractors defined herein.

## G. OWNER OF CONTRACT DOCUMENTS

The Contract Documents, and each of them, shall remain the property of COUNTY. CONTRACTOR shall have the right to keep one record set of the Contract Documents upon completion of the Project.

# SECTION 2
# THE WORK

## A. Definition of “Work.”

The term “Work” shall mean whatever is done by or required of CONTRACTOR to perform and complete its duties under the Contract Documents, including the following: construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures,

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appliances, facilities, tools, transportation, storage, power, permits and licenses required of CONTRACTOR, fuel, heat, light, cooling and all other utilities as required by this Agreement.

**B.** The Work to be performed by CONTRACTOR is generally described in 26B-059SE 113TH Street Rd Resurfacing Project, ACCORDING TO THE PLANS AND SPECIFICATIONS FURNISHED BY COUNTY.

## SECTION 3
## TIME

**A. Time is of The Essence.**

All limitations of time set forth in the Contract Documents are of the essence for all performance obligations in this Agreement.

## SECTION 4
## FINAL COMPLETION

**A. Definition of "Final Completion."**

Final Completion is defined as having all Work completed, all Punch List Items corrected, final inspection completed and accepted by COUNTY. CONTRACTOR shall achieve Final Completion no later than **45 Calendar Days** calendar days from the start date noted on the Notice to Proceed.

**B. Certificate for Payment.**

When all of the Work is finally complete and CONTRACTOR is ready for a final inspection, CONTRACTOR shall notify COUNTY and the Architect and/or Engineer thereof in writing. Thereupon, the Architect and/or Engineer will make final inspection of the Work and, if the Work is acceptable under the Contract Documents and this Agreement has been fully performed, the Architect and/or Engineer will promptly issue a final Certificate for Payment certifying to COUNTY that the Project is complete and CONTRACTOR is entitled to the remainder of the unpaid Price (including retainage, if any), less any amount withheld pursuant to this Agreement. If the Architect and/or Engineer is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, CONTRACTOR shall bear the cost of such repeat final inspection(s) which cost may be deducted by COUNTY from CONTRACTOR's final payment.

**C. Time and Liquidated Damages.**

1. CONTRACTOR or CONTRACTOR's surety, if any, shall pay COUNTY liquidated damages; the sum of **$1,685** per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth herein for Final Completion of the Work. Any sums due and payable hereunder by CONTRACTOR shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by COUNTY.
2. When COUNTY reasonably believes that Final Completion will be inexcusably delayed, COUNTY shall be entitled, but not required, to withhold from any amounts otherwise due CONTRACTOR, an amount then believed by COUNTY to be adequate to recover liquidated damages applicable to such delays, if any. When CONTRACTOR overcomes the delay in achieving Final Completion, or any part thereof, for which COUNTY has withheld payment, COUNTY shall promptly release to CONTRACTOR those funds withheld, but no longer applicable, as liquidated damages.

**D. Final Payment.**

CONTRACTOR shall not be entitled to final payment until this Agreement is closed out requiring completion by CONTRACTOR and acceptance by COUNTY of the Work and all corrected Punch List Items; Final Inspection completed; and COUNTY's receipt of the following: CONTRACTOR's final Application for Payment requesting release of retainage (if any); CONTRACTOR's affidavit affirming that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which COUNTY, or COUNTY's property might be responsible, have been fully paid or otherwise satisfied; Waivers of Right to Claim Against the Payment Bond (Final Payment) from all subcontractors, as defined in Section 713.01, F.S., who performed Work on the Project; As-Built Survey; and, as applicable, all OEM Manuals; spare parts; all video of area worked on; all FDEP

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Clearance for Water and/or Sewer; all testing documents/reports received for any and all ROW Inspections completed and accepted; and, all testing of machinery warranty letters/affidavits.

## SECTION 5
## INSURANCE

**A. No Waiver.**

Neither approval by COUNTY, nor failure to disapprove by COUNTY, the insurance furnished by CONTRACTOR, shall relieve CONTRACTOR of its full responsibility for the performance of any obligation, including CONTRACTOR's indemnification of COUNTY under this Agreement.

**B. Insurance.**

Until Project completion and all Work accepted by COUNTY, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. CONTRACTOR shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

1. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**
   Coverage to apply for all employees at STATUTORY Limits in compliance with applicable State and Federal laws.
   - Employer's Liability limits for not less than $100,000 each accident $500,000 disease policy limit and $100,000 disease each employee must be included.
   - CONTRACTOR, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
   - COUNTY requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.
2. **COMMERCIAL GENERAL LIABILITY**
   Coverage must be afforded under a Commercial General Liability policy with limits not less than
   - $1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
   - $2,000,000 each occurrence for Products and Completed Operations
3. **BUSINESS AUTOMOBILE LIABILITY**
   Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $500,000 combined single limit each accident.
   - In the event CONTRACTOR does not own vehicles, CONTRACTOR shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

## SECTION 6
## RETAINAGE

**A.** Retainage amounts for construction services shall be in accordance with Section 218.735, F.S.

**B.** For contracts in excess of Two Hundred Thousand Dollars ($200,000), COUNTY may retain from each progress payment made to CONTRACTOR an amount not exceeding five (5%) percent of the payment as retainage.

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**C.** This retainage does not apply to construction services paid for, in whole or in part, with Federal funds and are subject to Federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act, Sections 218.70-218.80, F.S.

**D.** Retainage shall be retained until final payment is issued to CONTRACTOR by COUNTY.

## SECTION 7
## PAYMENT OF THE AGREEMENT PRICE

### A. PAYMENT PROCEDURE

COUNTY shall pay the Agreement Price by making progress payments to CONTRACTOR as provided below.

1. **Application for Payment.**
   a. **When; Frequency.**
   After commencement of the Work, and in no event more than once per calendar month, CONTRACTOR shall submit an Application for Payment.
   b. **Requirements.** Each Application for Payment must be:
      **1)** For the current work period ending the last working day of the month;
      **2)** Received by the Architect and/or Engineer no later than the first calendar day of the following month; and
      **3)** In such form and manner, and with such supporting data and content, as COUNTY or the Architect and/or Engineer may require.
      **4)** Executed on behalf of CONTRACTOR by its Superintendent designated in Section "16(O)(2)" below.
   c. **Include; Exclude.** The Application for Payment may request payment for:
      **1)** That portion of the Agreement Price properly allocable to Agreement requirements including duly provided, labor, materials and equipment correctly incorporated in the Work;
      **2)** Plus, that portion of the Agreement Price properly allocable to materials or equipment properly stored on-site (or elsewhere if approved in advance in writing by COUNTY) for subsequent incorporation in the Work; and
      **3)** Less, the total amount of previous payments received from COUNTY.
2. **Warranties.**
   a. **As to Title.** CONTRACTOR warrants that:
      **1)** Title to all Work covered by an Application for Payment will pass to COUNTY no later than the time of payment; and
      **2)** All Work for which payments have been received from COUNTY shall be free and clear of liens, claims, security interest or other encumbrances in favor of CONTRACTOR or any other person or entity whatsoever.
   b. **As to the Work.** In its Application for Payment, CONTRACTOR warrants that:
      **1)** The Work has progressed to the level for which payment is requested in accordance with the Schedule of Values **(Exhibit A)**;
      **2)** The Work has been properly installed or performed in full accordance with this Agreement; and
      **3)** CONTRACTOR knows of no reason why payment should not be made as requested.
3. **Review.**
   Thereafter, the Architect and/or Engineer will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity

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and quality of the Work is as represented in the Application for Payment and is as required by this Agreement.

4. **Certificate for Payment.** When all of the Work is finally complete and CONTRACTOR is ready for a final inspection, CONTRACTOR, through its Superintendent designated in Section "16(O)(2)" below, shall notify COUNTY and the Architect and/or Engineer thereof in writing. Thereupon, the Architect and/or Engineer will make final inspection of the Work and, if the Work is acceptable under the Contract Documents and this Agreement has been fully performed, the Architect and/or Engineer will promptly issue a final Certificate for Payment certifying to COUNTY that the Project is complete and CONTRACTOR is entitled to the remainder of the unpaid Agreement Price (including retainage, if any), less any amount withheld pursuant to this Agreement. If the Architect and/or Engineer is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, CONTRACTOR shall bear the cost of such repeat final inspection(s) which cost may be deducted by COUNTY from CONTRACTOR's final payment.

**B. Payment; Payment Amount.**

1. Following the Architect's and/or Engineers receipt of each Application for Payment, COUNTY shall make progress payments on account of the Agreement Price to CONTRACTOR in accordance with The Local Government Prompt Payment Act (the "Prompt Payment Act"), Sections 218.70-218.80, Florida Statutes (hereinafter "F.S."). Should CONTRACTOR'S construction services be paid for, in whole or in part, with Federal funds, COUNTY'S progress payments shall be subject to Federal grantor laws and regulations or requirements, if contrary to the Prompt Payment Act.
2. Payment for stored materials and equipment shall be conditioned upon CONTRACTOR's proof satisfactory to COUNTY, that COUNTY has title to such materials and equipment and shall include proof of required insurance.
3. The amount of each progress payment shall be the amount certified for payment by the Architect and/or Engineer less such amounts, if any, otherwise owing by CONTRACTOR to COUNTY or which COUNTY shall have the right to withhold as authorized by this Agreement.

**C. No Waiver.**

1. The Architect's and/or Engineer's certification of CONTRACTOR's Application for Payment is not a waiver and shall not preclude COUNTY from the exercise of any of its rights as set forth herein.
2. No progress payment, nor any use or occupancy of the Project by COUNTY, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Agreement.
3. Neither COUNTY's review, approval, acceptance or, nor payment for any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement; and CONTRACTOR shall be and shall remain liable to COUNTY in accordance with applicable law for all damages to COUNTY caused by CONTRACTOR's performance of any of the services furnished under this Agreement.

**D. Payment of Subcontractors.**

CONTRACTOR shall promptly pay each subcontractor on account of such subcontractor's work, the amount to which such subcontractor is entitled. In the event COUNTY becomes informed that CONTRACTOR has not paid a subcontractor as herein provided, COUNTY shall have the right, but not the duty, to issue future checks in payment to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and such subcontractor as joint payees. Such joint check procedure, if employed by COUNTY, shall create no rights in favor

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of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit COUNTY to repeat the procedure in the future.

**E. Withheld Payment.**

COUNTY may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to CONTRACTOR, to protect COUNTY from loss because of:

1. Defective Work not remedied by CONTRACTOR nor, in the opinion of COUNTY, likely to be remedied by CONTRACTOR;
2. Claims of third parties against COUNTY or COUNTY's property or reasonable evidence indicating probable filing of such claims;
3. Failure by CONTRACTOR to pay subcontractors or others in a timely and proper fashion;
4. Evidence that the Work cannot be completed in accordance with the Contract Documents for the unpaid balance of the Agreement Price;
5. Evidence that the Work will not be completed in the time required for Substantial Completion or Final Completion;
6. Persistent failure to carry out the Work in accordance with the Contract Documents; or
7. Damage to COUNTY or a third party to whom COUNTY is, or may be, liable.

**F. Demand For Amounts Previously Paid.**

In the event that COUNTY makes written demand upon CONTRACTOR for amounts previously paid by COUNTY as contemplated in this Subsection, CONTRACTOR shall promptly comply with such demand.

**G. Unexcused Failure To Pay.**

If within ten (10) days after the date established herein for COUNTY's payment to CONTRACTOR, without cause or basis hereunder, fails to pay CONTRACTOR any amount then due and payable to CONTRACTOR, then CONTRACTOR may, after seven (7) additional days written notice to COUNTY and the Architect and/or Engineer, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from COUNTY have been received. Any payment not made within ten (10) days after the date due shall bear interest at the rate of one and a half percent (1.5%) per annum.

## SECTION 8
## COUNTY

**A. Information, Services and Items Required From County.**

COUNTY shall furnish to CONTRACTOR, at the time of executing this Agreement, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to CONTRACTOR only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, COUNTY does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefore. COUNTY shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

**B.** Excluding permits and fees normally the responsibility of CONTRACTOR, COUNTY shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

**C. Right to Stop Work.**

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If CONTRACTOR persistently fails or refuses to perform the Work in accordance with this Agreement, COUNTY may order CONTRACTOR to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or COUNTY orders that Work be resumed. In such event, CONTRACTOR shall immediately obey such order. Failure or refusal to perform the Work in accordance with this Agreement of failure to obey an order of COUNTY shall be deemed a material breach for which COUNTY may immediately terminate this Agreement.

**D. Right to Perform Work.**

If CONTRACTOR's Work is stopped by COUNTY, and CONTRACTOR fails within seven (7) days of such stoppage to provide adequate written assurance to COUNTY that the cause of such stoppage will be eliminated or corrected, COUNTY may thereafter, without prejudice to any other rights or remedies COUNTY may have against CONTRACTOR, proceed to carry out the subject Work. In such a situation, an appropriate Change Order shall be issued deducting from the Price the cost of correcting the subject deficiencies, plus compensation for the Architect's and/or Engineer's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Price is insufficient to cover the amount due COUNTY, CONTRACTOR shall promptly pay the difference to COUNTY.

## SECTION 9
## CONTRACTOR

**A.** CONTRACTOR shall be responsible for the professional quality of services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in it services.

**B.** It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the Parties or as constituting CONTRACTOR, including its officers, employees, and agents, as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is to be and shall remain an Independent Contractor with respect to all services performed under this Agreement.

**C.** CONTRACTOR affirms its continuing duty to perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If CONTRACTOR performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect and/or Engineer, CONTRACTOR shall bear the responsibility for such performance and shall bear the cost of correction.

**D.** CONTRACTOR shall perform the Work strictly in accordance with this Agreement.

**E.** CONTRACTOR shall supervise and direct the Work using CONTRACTOR's best skill, effort and attention. CONTRACTOR shall be responsible to COUNTY for any and all acts or omissions of CONTRACTOR, its employees and others engaged in the Work on behalf of CONTRACTOR.

**F. Warranty.**

CONTRACTOR warrants to COUNTY that all labor furnished to progress the Work under this Agreement will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Agreement, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Agreement. All Work not conforming to these requirements may be considered defective. When not specifically identified in the bid documents, the warranty shall commence upon the date of COUNTY's issuance of final payment to CONTRACTOR and shall be for a period of one (1) year.

**G. Permits and Fees.**

CONTRACTOR shall obtain and pay for all permits, fees and licenses necessary and/ordinary for the Work. CONTRACTOR shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

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**H. Funding Source/ Labor.**

1. If construction under this Agreement is funded by State funds, CONTRACTOR shall:
   a. Give preference to the employment of State residents for the performance of the Work on the Project if State residents have substantially equal qualifications to those of nonresidents, and
   b. Post its employment needs in the job bank of the Florida Department of Economic Opportunity.
2. If the Work involves the expenditure of Federal aid funds, this Section shall not be enforced in such a manner as to conflict with or be contrary to Federal law:
   a. Prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or
   b. Prohibiting as unlawful any other preference or discrimination among U.S. citizens.

**I. Indemnity.**

1. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend and indemnify COUNTY, its elected officials, officers, employees, and agents, from and against any fines, suits, claims, demands, penalties, liabilities, losses, settlements, judgments, awards, and expenses, including reasonable attorney's fees and costs (and reasonable attorney's fees and costs on appeal), and damages (including but not limited to actual and consequential damages), which COUNTY, its elected officials, officers, employees, and agents may sustain, or which may be asserted against them, arising out of or allegedly arising out of or related to the activities contemplated by this Agreement, including, without limitation, harm or personal injury to third persons, to the extent attributable to the actions of CONTRACTOR, its agents and/or employees as well as any negligent, willful, or wrongful misconduct, knowing misrepresentation or breach of this Agreement by CONTRACTOR, its agents, and/or employees.
2. In claims against any person or entity indemnified under this Section by an employee of CONTRACTOR, a subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount of type or damages, compensation or benefits payable by or for CONTRACTOR or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. This section shall survive the termination of this Agreement.

## SECTION 10
## CONTRACT ADMINISTRATION

**A. The Architect and/or Engineer.**

**Douglas Hinton** is COUNTY's referenced "Architect and/or Engineer." In the event COUNTY should find it necessary or convenient to replace the Architect and/or Engineer, COUNTY shall retain a replacement and the status of the replacement shall be that of the former Architect and/or Engineer.

**B. Architect and/or Engineer Administration.**

1. The Architect and/or Engineer, unless otherwise directed by COUNTY in writing, will perform those duties and discharge those responsibilities allocated to the Architect and/or Engineer as set forth in Contract Documents. The Architect and/or Engineer shall be COUNTY's representative from the effective date of this Agreement until the date Architect and/or Engineer issues a final Certificate for Payment. The Architect and/or Engineer shall be authorized to act on behalf of COUNTY only to the extent provided in the Contract Documents
2. COUNTY and CONTRACTOR shall communicate with each other in the first instance through the Architect and/or Engineer.
3. The Architect and/or Engineer shall be the initial interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by CONTRACTOR. The Architect and/or Engineer shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of CONTRACTOR.
4. The Architect and/or Engineer will review CONTRACTOR's Applications for Payment and will certify to COUNTY for payment to CONTRACTOR, those amounts then due CONTRACTOR as provided in this Agreement.
5. The Architect and/or Engineer shall have authority to reject Work that is defective or does not conform to the requirements of the Contract Documents. If the Architect and/or Engineer deems

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it necessary or advisable, the Architect and/or Engineer shall have authority to require additional inspection or testing of the Work for compliance with the Contract Documents.

6. The Architect and/or Engineer will review and approve, or take other appropriate action as necessary, concerning CONTRACTOR's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.
7. The Architect and/or Engineer will prepare Change Orders and may authorize minor changes in the Work by Field Order as provided elsewhere herein.
8. The Architect and/or Engineer shall, upon written request from CONTRACTOR, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, will receive and forward to COUNTY for COUNTY's review and records, written warranties and related documents required by the Contract Documents and will issue a final Certificate for Payment upon compliance with the requirements of Contract Documents.
9. The Architect's and/or Engineer's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Agreement.

**C. Claims by CONTRACTOR.**

1. All CONTRACTOR claims shall be initiated by written notice and claim sent to COUNTY and the Architect and/or Engineer. Such written notice and claim must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.
2. Pending final resolution of any claim of CONTRACTOR, CONTRACTOR shall diligently proceed with the Work and COUNTY shall continue to make payments to CONTRACTOR in accordance with Contract Documents. The resolution of any claim under this Subsection shall be reflected by a Change Order executed by COUNTY, the Architect and/or Engineer and CONTRACTOR.

**D. Claims for Concealed and Unknown Conditions -** Should concealed and unknown conditions be encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by Contract Documents, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in work of the character provided for in Contract Documents, be encountered, the Price shall be equitably adjusted by Change Order upon the written notice and claim by either Party made within seven (7) days after the first observance of the condition. As a condition precedent to COUNTY having any liability to CONTRACTOR for concealed or unknown conditions, CONTRACTOR must give COUNTY and the Architect and/or Engineer written notice and claim as provided in this Subsection, and shall constitute a waiver by CONTRACTOR of any claim arising out of or relating to such concealed or unknown condition.

**E. Claims for Additional Cost –** If CONTRACTOR wishes to make a claim for an increase in the Price, as a condition precedent to any liability of COUNTY therefore, CONTRACTOR shall give the Architect and/or Engineer written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by CONTRACTOR before proceeding to execute any additional or changed Work. The failure by CONTRACTOR to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

1. In connection with any claim by CONTRACTOR against COUNTY for compensation in excess of the Price, any liability of COUNTY for CONTRACTOR's cost shall be strictly limited to direct costs incurred by CONTRACTOR and shall in no event include indirect costs or consequential damages of CONTRACTOR. COUNTY shall not be liable to CONTRACTOR for claims of third parties, including subcontractors, unless and until liability of CONTRACTOR for claims of third parties has been established therefore in a court of competent jurisdiction.

**F. Claims for Additional Time –** If CONTRACTOR is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by COUNTY or someone acting in COUNTY's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or any causes beyond CONTRACTOR's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of CONTRACTOR to COUNTY and the Architect

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and/or Engineer, for such reasonable time as the Architect and/or Engineer may determine. Any notice and claim for an extension of time by CONTRACTOR shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail CONTRACTOR's basis for requiring additional time in which to complete the Project. In the event the delay to CONTRACTOR is a continuing one, only one notice and claim for additional time shall be necessary. If CONTRACTOR fails to make such claim as required in this Subsection, any claim for extension of time shall be waived.

## SECTION 11
## SUBCONTRACTORS

**A. Definition.**

A subcontractor is an entity which has a direct contract with CONTRACTOR to perform a portion of the Work.

**B. Award of Subcontractors.**

1. Upon execution of this Agreement, CONTRACTOR shall furnish COUNTY, in writing, the names of persons or entities proposed by CONTRACTOR to act as a subcontractor on the Project. COUNTY shall promptly reply to CONTRACTOR, in writing, stating any objections COUNTY may have to such proposed subcontractor. CONTRACTOR shall not subcontract with any Party to whom COUNTY has objections.
2. All subcontracts shall afford CONTRACTOR rights against the subcontractor which correspond to those rights afforded to COUNTY against CONTRACTOR herein, including those rights afforded to COUNTY.

## SECTION 12
## CHANGES IN THE WORK

**A. Changes Permitted.**

Changes in the Work within the general scope of this Agreement, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Agreement, by Field Order or by Change Order.

**B. Field Orders.**

The Architect and/or Engineer shall have authority to order minor changes in the Work not involving a change in the Price or in Agreement Time and not inconsistent with the intent of this Agreement. Such changes shall be signed by CONTRACTOR's Superintendent designated in Section "16(O)(2)" below, and shall be binding upon CONTRACTOR. CONTRACTOR shall carry out such Field Orders promptly.

**C. "Change Order" Defined.**

Change Orders shall mean a written order to CONTRACTOR executed by COUNTY and the Architect and/or Engineer, issued after execution of this Agreement, authorizing and directing a change in the Work or an adjustment in the Price or the Time, or any combination thereof. The Price and the Time may be changed only by Change Order. Changed Work cannot be started until a fully executed Change Order is on file with COUNTY; including but not limited to Change Orders that need approval of COUNTY's Board of County Commissioners. Every Change Order shall be executed on behalf of CONTRACTOR only by that individual signing this Agreement on behalf of CONTRACTOR.

**D. Changes in the Unit Prices.**

**1.** If unit prices are provided for in this Agreement, any changes in the unit prices, as set forth on Exhibit A, resulting from a Change Order, shall be determined as follows: (a) by mutual agreement between COUNTY and CONTRACTOR as evidenced by (1) the change in the unit prices being set forth in the Change Order, (2) such change in the unit prices, together with any conditions or requirements related thereto, being initialed by both Parties and (3) CONTRACTOR's execution

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of the Change Order, or (b) if no mutual agreement occurs between COUNTY and CONTRACTOR, then, as provided below.

2. If no mutual agreement occurs between COUNTY and CONTRACTOR as contemplated above, the change in the unit prices, if any, shall then be determined by the Architect and/or Engineer on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Price, a reasonable allowance for direct job site overhead and profit. In such case, CONTRACTOR shall present, in such form and with such content as COUNTY or the Architect and/or Engineer requires, an itemized accounting of such expenditures or savings plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery, costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from CONTRACTOR or others, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and job site field office overhead directly attributable to the change. In no event shall any expenditure or savings associated with CONTRACTOR's home office or other non-job site overhead expense be included in any change in the Price. Pending final determination of reasonable expenditures of savings to COUNTY, payments on account shall be made to CONTRACTOR on the Architect and/or Engineer's Certificate for Payment.
3. If unit prices are provided in this Agreement, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to COUNTY or to CONTRACTOR, the applicable unit prices shall be equitably adjusted.

**E. Effect of Executed Change Order.**

The execution of a Change Order by CONTRACTOR shall constitute conclusive evidence of CONTRACTOR's agreement to this Agreement as thus amended, the Price, Time and the changes in the Work. CONTRACTOR, by executing the Change Order, waives and forever releases any claim against COUNTY for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

**F. Notice of Surety; Consent.**

CONTRACTOR shall notify and obtain the consent and approval of CONTRACTOR's surety with reference to all Change Orders if such notice, consent or approvals are required by CONTRACTOR's surety or by law. CONTRACTOR's execution of the Change Order shall constitute CONTRACTOR's warranty to COUNTY that the surety has been notified of and consents to have expressly consented thereto. CONTRACTOR shall provide to COUNTY a rider to the original bond as provided by the surety.

## SECTION 13
## UNCOVERING AND CORRECTING WORK

**A. Uncovering Work.**

If any of the Work is covered contrary to the Architect and/or Engineer's request or to any provisions of the Contract Documents, it shall, if required by the Architect and/or Engineer or COUNTY, be uncovered for the Architect and/or Engineer's inspection and shall be properly replaced at CONTRACTOR's expense without change in the Time.

**B. Correct Work.**

1. Any defects or deficiencies in materials or workmanship that are deemed by the Architect and/or Engineer or COUNTY as needing immediate correction shall be addressed within thirty (30) days of written notification. Failure to correct the deficiencies within thirty (30) days will result in the deduction of time against the overall Time for completion.
2. CONTRACTOR shall immediately proceed to correct Work rejected by the Architect and/or Engineer as defective or failing to conform to the Contract Documents. CONTRACTOR shall pay

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all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to COUNTY for the Architect and/or Engineer's services and expenses made necessary thereby.

**C. Warranty.**

If within one (1) year after the date of COUNTY's issuance of final payment to CONTRACTOR any of the Work is found to be defective or not in accordance with the Contract Documents, CONTRACTOR shall correct it promptly upon receipt of written notice from COUNTY. This obligation shall survive final payment by COUNTY and termination of this Agreement. With respect to Work first performed and completed after Substantial Completion, this one (1) year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

**D. One Year Duty.**

Nothing contained in this Section shall establish any period of limitation with respect to other obligations which CONTRACTOR has under the Contract Documents. Establishment of the one year time period relates only to the duty of CONTRACTOR to specifically correct the Work.

**E. County May Accept Defective or Nonconforming Work.**

If COUNTY chooses to accept defective or nonconforming Work, COUNTY may do so. In such event, the Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Price, if any, is insufficient to compensate COUNTY for its acceptance of defective or nonconforming Work, CONTRACTOR shall, upon written demand from COUNTY, pay COUNTY such remaining compensation for accepting defective or nonconforming Work.

## SECTION 14
## AGREEMENT TERMINATION

**A. TERMINATION.**

Either Party, upon determination that the other Party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Documents, may give written notice of default to the defaulting Party in the manner specified for the giving of notices herein. Termination of this Agreement by either Party for any reason shall have no effect upon the rights or duties accruing to the Parties prior to termination.

**1. Termination by COUNTY For Cause.**

a. If CONTRACTOR persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Agreement, then COUNTY may provide written notice to CONTRACTOR, without prejudice to any other right or remedy, terminate the employment of CONTRACTOR and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by CONTRACTOR any may finish the Work by whatever methods it may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished.

b. In the event the employment of CONTRACTOR is terminated by COUNTY for cause and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience and the referenced provisions shall apply.

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c. COUNTY has the right to reject participation in this Agreement from anyone who has had previous business with COUNTY and therein failed to comply with the contract governing the project, who has been in litigation with COUNTY, or who has failed to obey the laws.

2. **Termination by COUNTY For Convenience**
   a. COUNTY reserves the right to terminate performance under this Agreement by CONTRACTOR for convenience. COUNTY shall give written notice of such termination to CONTRACTOR to specify when termination becomes effective.
   b. CONTRACTOR shall incur no further obligations in connection with the Work and CONTRACTOR shall stop Work when such termination becomes effective. CONTRACTOR shall also terminate outstanding orders and subcontractors. CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and/orders. COUNTY may direct CONTRACTOR to assign CONTRACTOR's right, title and interest under terminated orders or subcontracts to COUNTY or its designee.
   c. CONTRACTOR shall transfer title and deliver to COUNTY such completed or partially completed Work and materials, equipment, parts, fixtures, information and contract rights as CONTRACTOR may have.
   d. CONTRACTOR shall submit a termination claim to COUNTY and the Architect and/or Engineer specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Architect and/or Engineer. If CONTRACTOR fails to file a termination claim within one (1) year from the effective date of termination, COUNTY shall pay CONTRACTOR, an amount derived in accordance with the Subsection below.
   e. COUNTY and CONTRACTOR may agree to the compensation, if any, due to CONTRACTOR hereunder.
   f. Absent agreement to the amount due to CONTRACTOR, COUNTY shall pay CONTRACTOR the following amounts:
      (1) Contract prices for labor, materials, equipment and other services accepted under this Agreement.
      (2) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating CONTRACTOR's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that CONTRACTOR would have not profited or would have sustained a loss if the entirety of this Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rated of loss, if any.
      (3) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders. These costs shall not include amounts paid in accordance with other provisions hereof. This total sum to be paid CONTRACTOR shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

3. **For Loss of Funding/Cancellation for Unappropriated Funds.**
CONTRACTOR acknowledges that during any fiscal year COUNTY shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Consequently, any agreement, verbal or written, COUNTY may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. COUNTY may enter into agreements whose duration exceeds one year, however any such agreement shall be executory only for the value of the services to be rendered which COUNTY agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, COUNTY's performance and obligation to pay CONTRACTOR under this Agreement is contingent upon annual appropriations being made for that purpose. If during the term of this Agreement COUNTY does not make an annual appropriation necessary to continue its performance under this Agreement, then this Agreement shall terminate upon the expiration date. The Parties will execute an amendment to this Agreement that confirms any termination required by this Section.

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## SECTION 15
## MISCELLANEOUS

**A. LAW, VENUE, WAIVER OF JURY TRIAL, ATTORNEY'S FEES.**

This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one Party than against the other because it may have been drafted by one of the Parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for State or Federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the Parties consent to trial by the court and waive right to jury trial, (3) the prevailing Party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of this Agreement.

**B. SUCCESSORS AND ASSIGNS.**

COUNTY and CONTRACTOR bind themselves, their successors, assigns and legal representatives to the other Party hereto and to successors, assigns and legal representatives of such other Party in respect to covenants, agreements and obligations contained in this Agreement. CONTRACTOR shall not assign this Agreement without written consent of COUNTY and only with a document of equal dignity herewith.

**C. SURETY BONDS.**

CONTRACTOR shall, if required, acquire, record with the County Clerk, and furnish separate payment and performance bonds to COUNTY. Each bond shall set forth a penal sum in an amount not less than the Price. Each bond furnished by CONTRACTOR shall incorporate by reference the terms of this Agreement as fully as though they were set forth verbatim in such bonds. In the event the Price is adjusted by Change Order executed by CONTRACTOR, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The payment and performance bonds furnished by CONTRACTOR shall be in a form suitable to COUNTY and shall be executed by a surety, or sureties, reasonably suitable to COUNTY, and shall be filed with the County's Clerk of Court.

**D. DAMAGE TO PROPERTY.**

CONTRACTOR shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, CONTRACTOR shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

**E. USE OF OTHER CONTRACTS.**

COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or County governmental agency, school board, community college/State university system or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this solicitation and/or this Agreement if it is in the best interest of COUNTY.

**F. EMPLOYEE ELIGIBILITY VERIFICATION.**

**1.** COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

**2.** Section 448.095, F.S., requires CONTRACTOR to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits CONTRACTOR from entering into this Agreement unless it is in compliance therewith. Information provided by CONTRACTOR is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

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3. By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Agreement, CONTRACTOR has agreed to perform in accordance with the requirements of this Subsection and agrees:
   (a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
   (b) COUNTY shall immediately terminate CONTRACTOR if COUNTY has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), F.S., that is, that CONTRACTOR knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
   (c) If CONTRACTOR enters into a contract with a subcontractor, CONTRACTOR shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
   (d) CONTRACTOR shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
   (e) CONTRACTOR shall immediately terminate the subcontractor if CONTRACTOR has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
   (f) If COUNTY has a good faith belief that CONTRACTOR's subcontractor has knowingly violated Section 448.095, F.S., but that CONTRACTOR has otherwise complied, COUNTY shall promptly order CONTRACTOR to terminate the subcontractor. CONTRACTOR agrees that upon such an order, CONTRACTOR shall immediately terminate the subcontractor. CONTRACTOR agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate CONTRACTOR.
   (g) If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date of termination.
   (h) CONTRACTOR is liable for any additional costs incurred by COUNTY as a result of a termination under this Subsection.
   (i) Any such termination under this Subsection is not a breach of this Agreement and may not be considered as such.
   (j) CONTRACTOR shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
   (k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

**G. FORCE MAJEURE.**

Neither CONTRACTOR nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), war, riot, or insurrection, inability to obtain required permits or licenses, acts of God, hurricanes and severe floods, epidemics and pandemics.

**H. COUNTERPARTS.**

Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such

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facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

**I. AUTHORITY TO OBLIGATE.**

1. The individual signing below is:
   a. An officer or member of CONTRACTOR verifiable on https://dos.myflorida.com/ sunbiz/ or
   b. Has, in advance, provided a form of written authority to bind CONTRACTOR in a form acceptable to COUNTY and signed by a representative of CONTRACTOR as described in Section "I(1)(a)" above.
2. The signature by any person to this Agreement shall be deemed a personal warranty by that person that she/he has the full power and authority to bind the entity for which that person is signing and to sign all documents referenced in this Agreement on behalf of CONTRACTOR.

**J. PUBLIC RECORDS COMPLIANCE.**

**A. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Public Relations, 601 SE 25th Ave, Ocala, FL 34471**
**Phone: 352-438-2300 | Fax: 352-438-2309**
**Email:** publicrelations@marionfl.org

B. CONTRACTOR shall comply with public records laws, specifically:
   1. Keep and maintain public records required by COUNTY to perform the Work;
   2. Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
   3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY; and,
   4. Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the Work. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon the completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If CONTRACTOR fails to provide the public records to COUNTY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10 F.S. and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of this Agreement.

**K. CONTRACTOR CONDUCT.**

1. These Guidelines govern CONTRACTOR while doing work on COUNTY's property, as well as its employees, agents, consultants, and others on COUNTY's property in connection with CONTRACTOR's work or at CONTRACTOR's express or implied invitation.

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a. Courtesy and Respect: COUNTY is a diverse government institution and it is critical that CONTRACTOR and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
b. Language and Behavior: CONTRACTOR and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY's property is not permitted under any circumstance.
c. No Weapons, Alcohol, or Drugs: The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by CONTRACTOR or its employees is prohibited. Offenders will be removed from COUNTY's property and/or reported to law enforcement.
d. Smoking: CONTRACTOR and its employees are not permitted to smoke in or near COUNTY's buildings.
e. Fraternization: CONTRACTOR and its employees may not fraternize or socialize with COUNTY's staff.
f. Appearance: CONTRACTOR and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.
g. Reporting: CONTRACTOR is required to report any matter involving a violation of these rules or any matter involving health or safety, including any altercations, should be reported to COUNTY's Procurement Services Department immediately.

2. CONTRACTOR is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, CONTRACTOR will takes all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY's property and prohibited actions could result in the immediate termination of any or all contracts or agreements CONTRACTOR has with COUNTY.

**L. SCRUTINIZED COMPANIES.**

A. Certification.

1. If this Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
   a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
   b. Engaged in business operations in Cuba or Syria.
2. If this Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
   a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
   b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and CONTRACTOR meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to meet any of the following prohibitions:
   a. Submitted a false certification as provided under Section 287.135(5), F.S., or
   b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to meet any of the following prohibitions:

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a. Submitted a false certification as provided under Section 287.135(5), F.S.;
b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
c. Been engaged in business operations in Cuba or Syria.

3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to meet any of the following conditions:
   a. Submitted a false certification as provided under Section 287.135(5), F.S.;
   b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
   c. Been engaged in business operations in Cuba or Syria; or
   d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
   a. Submitted a false certification as provided under Section 287.135(5), F.S.;
   b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
   c. Been engaged in business operations in Cuba or Syria.

C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2018, and
2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

**M. SOVEREIGN IMMUNITY**

Nothing in this Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in this Agreement, any obligation of COUNTY to indemnify CONTRACTOR, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of this Agreement.

**N. ON-GOING COMPLIANCE**

The Parties acknowledge that this Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of this Agreement. The Parties understand and agree that this Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform this Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

**O. SUPERVISION.**

**1.** CONTRACTOR shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from CONTRACTOR to the contrary, the superintendent shall be deemed CONTRACTOR's authorized representative at the site and shall be authorized to receive and accept any and all communications from COUNTY or the Architect and/or Engineer.

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**2.** Key supervisory personnel assigned by CONTRACTOR to this Project are as follows:

| | |
|---|---|
| | Project Manager |
| | Superintendent<br>Sole member of personnel to authorized to execute Applications for Payment, request final inspection, and execute Field Orders. |
| | Foreman |
| | Equipment Operator(s) |

**P. NOTICES.**

**1.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served or when reflected by a receipt, i.e, an electronic mail read receipt, a courier service delivery receipt, or when receipt is acknowledged by recipient. All Parties certify that each has software capable of sending electronic mail read receipts to the other. Any Party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. CONTRACTOR's and COUNTY's representatives and addresses for notice purposes are:

CONTRACTOR: Art Walker Construction , Inc.
2889 NW 63rd St., Ocala, FL 34475
CONTACT PERSON: Tarrah Walker | Phone: 352-629-1466

COUNTY: Marion County Office of the County Engineer
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

**A copy of all notices to COUNTY hereunder shall also be sent to:**

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

**2**. Election to Solely Receive Notice by Email.
Alternatively, the Parties may elect to receive said notices by e-mail.

**a.** COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org.

**b.** If CONTRACTOR agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with such method, CONTRACTOR may designate up to two (2) e-mail addresses. Designation signifies CONTRACTOR's election to accept notices solely by e-mail.
office@artwalkerconstruction.com and timlusher@artwalkerconstruction.com.

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**[Signatures on next page]**

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

**ATTEST:**

GREGORY C. HARRELL, DATE
CLERK OF COURT

**FOR RELIANCE BY MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

MATTHEW G. MINTER,
MARION COUNTY ATTORNEY

**MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA**

CARL ZALAK, III DATE
CHAIRMAN

**BCC APPROVED:**
May 5, 2026
26B-059 | SE 113TH Street Rd Resurfacing Project

**********

**WITNESS:**

SIGNATURE

PRINTED NAME

WITNESS

SIGNATURE

PRINTED NAME

**ART WALKER CONSTRUCTION , INC.**

BY: DATE

PRINTED:

ITS: (TITLE)

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# Exhibit A - Schedule of Values

## 26B-059 SE 113th Street Rd Resurfacing Project

| | | | | | | ART WALKER CONSTRUCTION INC | |
|---|---|---|---|---|---|---|---|
| # | Items | OCEItem | FDOTItem# | QTY | Unit | UnitPrice | TotalBid |
| 1 | | | | | | | |
| #1-1 | MOBILIZATION | 1 | 0101 1 | 1 | LS | $ 73,467.93 | $ 73,467.93 |
| #1-2 | MAINTENANCE OF TRAFFIC | 2 | 0102 1 | 1 | LS | $ 31,316.76 | $ 31,316.76 |
| #1-3 | CLEARING & GRUBBING | 3 | 0110 1 1 | 1 | LS | $ 13,910.0 | $ 13,910.0 |
| 2 | | | | | | | |
| #2-1 | ROADWAY | 4 | N/A | 0 | N/A | $ 0 | $ 0 |
| #2-2 | ASPHALT CONCRETE FRICTION COURSE,TRAFFIC C, FC 9.5, PG 76-22 (SPREADRATE | 4.1 | 0337 7 82 | 1450 | TN | $ 144.61 | $209,684.50 |
| #2-3 | SUPERPAVE ASPHALTIC CONC, TRAFFIC C (SPREADRATE 165 LB/SY) | 4.2 | 0334 1 13 | 2175 | TN | $ 135.15 | $ 293,951.25 |
| #2-4 | OPTIONAL BASE, BASE GROUP 11, 12" LIMEROCK FOR SHOULDER WIDENING | 4.3 | 0285711 | 700 | SY | $ 53.91 | $ 37,737.0 |
| #2-5 | SUPERPAVE ASPHALTIC CONC, TRAFFIC C FOR 1.5" SHOULDER WIDENING COURSE | 4.4 | N/A | 55 | TN | $ 243.89 | $13,413.95 |
| #2-6 | 12" ADHESIVE PAVING MEMBRANE (PETROTAC OR EQUIVALENT) | 4.5 | N/A | 3000 | LF | $ 3.67 | $ 11,010.0 |
| #2-7 | DRIVEWAYS AND SIDE STREETS | 5 | N/A | 0 | N/A | $ 0 | $ 0 |
| #2-8 | CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK | 5.1 | 0522 2 | 406 | SY | $ 112.35 | $ 45,614.1 |
| #2-9 | ASPHALT DRIVEWAYS FC 9.5, PG 76-22 (SPREADRATE 110LB/SY) | 5.2 | 0337 7 82 | 7.5 | TN | $ 979.26 | $ 7,344.45 |
| #2-10 | ASPHALT SIDEROADS FC 9.5 , PG 76-22 (SPREADRATE 110LB/SY) | 5.3 | 0337 7 82 | 200 | TN | $ 201.5 | $ 40,300.0 |
| #2-11 | OPTIONAL BASE, BASE GROUP 4, FOR NEW SIDEROAD APRON | 5.4 | 0285704 | 200 | SY | $ 37.35 | $ 7,470.0 |
| #2-12 | TYPE B STABILIZATION (FOR 6" STABILIZED SHOULDER) (LBR 40) | 5.5 | 0160 4 | 50 | SY | $ 48.15 | $ 2,407.5 |
| 3 | | | | | | | |
| #3-1 | SODDING | 6 | N/A | 0 | N/A | $ 0 | $ 0 |
| #3-2 | ROADSIDE SOD (BAHIA OR MATCH EXISTING)(INCLUDING STABILIZED SHOULDER | 6.1 | 0570 1 2 | 8432 | SY | $ 5.35 | $ 45,111.2 |
| #3-3 | LIMEROCK (FOR SHOULDER) (1.5") | 6.2 | 0285704 | 675 | TN | $ 76.03 | $ 51,320.25 |
| #3-4 | PROOFROLL | 6.3 | N/A | 7932 | SY | $ 1.07 | $ 8,487.24 |
| 4 | | | | | | | |
| #4-1 | SILT FENCE-STAKED TYPE III (SEDIMENT BARRIER) | 7 | 0104 10 3 | 17700 | LF | $ 0.26 | $ 4,602.0 |
| 5 | | | | | | | |
| #5-1 | MOWING | 8 | 0107 2 | 6.5 | AC | $ 133.75 | $ 869.375 |
| 6 | | | | | | | |
| #6-1 | PAVEMENT MARKINGS | 9 | N/A | 0 | N/A | $ 0 | $ 0 |
| 7 | | | | | | | |
| #7-1 | TEMPORARY STRIPING-PAINT | 9.1 | N/A | 0 | N/A | $ 0 | $ 0 |
| #7-2 | PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6" | 9.1.1 | 0710 11201 | 2.348 | GM | $ 4,359.71 | $10,236.60 |
| #7-3 | PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SKIP, 6" | 9.1.2 | 0710 11231 | 0.477 | GM | $ 2,842.56 | $1,355.90 |
| #7-4 | PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6" | 9.1.3 | 0710 11 101 | 3.182 | GM | $ 4,234.55 | $13,474.34 |
| #7-5 | PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, FOR STOPLINE, 24" | 9.1.4 | 0710 11125 | 173 | LF | $ 3.21 | $ 555.33 |
| 8 | | | | | | | |
| #8-1 | PERMANENT STRIPING-THERMOPLASTIC | 9.2 | N/A | 0 | N/A | $ 0 | $ 0 |
| #8-2 | THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6" | 9.2.1 | 0711 16201 | 2.348 | GM | $ 7,633.45 | $17,923.34 |
| #8-3 | THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6" | 9.2.2 | 0711 16231 | 0.477 | GM | $ 5,685.15 | $2,711.82 |
| #8-4 | THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6" | 9.2.3 | 0711 16101 | 3.182 | GM | $ 7,626.96 | $24,268.99 |
| #8-5 | THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, FOR STOP LINE, 2 | 9.2.4 | 0711 11125 | 173 | LF | $ 10.7 | $ 1,851.1 |
| 9 | | | | | | | |
| #9-1 | REFLECTIVE PAVEMENT MARKERS | 10 | N/A | 0 | N/A | $ 0 | $ 0 |
| 10 | | | | | | | |
| #10-1 | RPM TYPE B , Y/Y | 10.1 | 0706 1 3 | 355 | EA | $ 4.82 | $1,711.10 |
| 11 | | | | | | | |
| #11-1 | RPM TYPE B, MD/Y | 10.2 | 0706 1 3 | 39 | EA | $ 4.82 | $187.98 |
| 12 | | | | | | | |
| #12-1 | SIGN-REMOVAL AND REINSTALLATION | 11 | 0700 1 500 | 2 | EA | $ 909.5 | $ 1,819.0 |
| | | | | | | **TOTAL** | **$974,113.00** |

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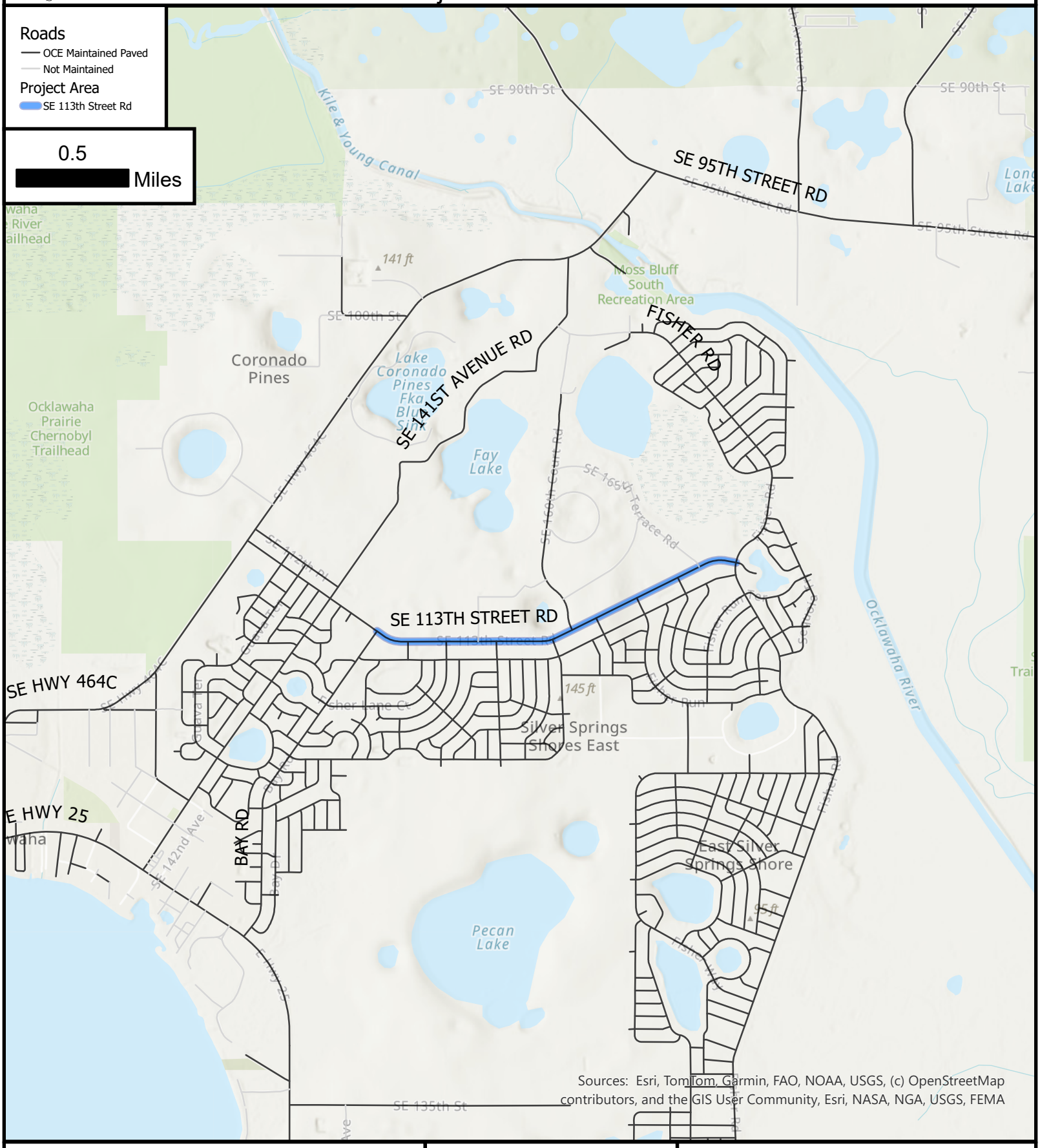
# SE 113TH Street Road Resurface
# (From Bay Rd to Fisher Rd)
# Project# STC073844




Pathway:
\\mcbcc1\dfs\GIS_TR\Clay.Gibson\PDFs

Technician: CG
Printed: 12/11/2025

Marion County Office of the County Engineer
Asset Management Section
412 S.E. 25th Avenue
Ocala, FL 34471

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22805 **Agenda Date:** 5/5/2026 **Agenda No.:** 7.5.2.

**SUBJECT:**
**Request Approval of Bid Exemption: 26BE-087 Long-Term Gopher Tortoise Recipient Site - Atlantic Ecological Services, St. Augustine, FL (Budget Impact - Neutral; expenditure of $312,500)**

**INITIATOR:**
**Susan Olsen, Director**

**DEPARTMENT:**
**Procurement Services**

**DESCRIPTION/BACKGROUND:**
On behalf of Marion County Parks & Recreation, Procurement Services is requesting a bid exemption to authorize Atlantic Ecological Services to provide recipient site services for the relocation of up to 69 gopher tortoises in support of the Taxiway A project.

Relocation of the tortoises is required to facilitate construction. While Hoyle Tanner's design scope included environmental services for identification, it did not include the cost for a permitted recipient site, and this gap was not identified prior to solicitation and award of construction. A permitted recipient site is required under regulatory guidelines, and relocation cannot occur without it.

To maintain compliance and avoid impacts to the project schedule, Atlantic Ecological Services was engaged to provide recipient site services. Multiple sites were evaluated, and Atlantic Ecological Services was determined to be the only option with sufficient capacity to meet project needs.

This project is grant-funded through the Federal Aviation Administration (90%) and Federal Department of Transportation (8%), and these services are eligible within the overall funding structure.

Attached for review and approval is the solicitation waiver. Upon approval at today's meeting, the waiver will be presented to the Chairman for signatures. Payment requests associated with the permitted relocation services will be processed in accordance with the services provided.

**BUDGET/IMPACT:**
Neutral; expenditure of $312,500. Funding comes from BQ415542-563102 (Marion County Airport Fund).

**RECOMMENDED ACTION:**
Motion to approve the bid exemption and allow staff to process payment requests, and upon approval, authorize the Chairman to execute the solicitation waiver under 26BE-087.

Marion County
FLORIDA
PROCUREMENT SERVICES

# SOLICITATION WAIVER

This form is for requesting an exemption to a quote, bid, RFP or RFQ. If under $50,000 will require County Administrator approval and if over $50,000 the request will need BCC approval. Use your cursor to hover over a field for help.

*Please send completed and digitally signed form to* ***Procurement@marionfl.org***

Date: 4/23/2026 Using Department: Parks

Request Type: Requesting Department: Parks

- [x] Bid Exemption
- [ ] Standardization of Product/Brand
- [ ] Sole Source Provider of Good/Service
- [ ] Piggyback Agency _____

Purchase [x] 1 time or [ ] recurring purchase with this year's total expenditure estimated is at $ 312,500.00

Justification and/or Description:

Relocation of up to 69 gopher tortoises is required to support construction of the Taxiway A project. While Hoyle Tanner's design scope included environmental services for identification, it did not include the cost for a permitted recipient site. This gap was not identified prior to solicitation and award of construction.A permitted recipient site is required for relocation under regulatory guidelines, and removal cannot occur without it. To maintain compliance and avoid impacts to the project schedule, Atlantic Ecological Services was engaged to provide recipient site services. The total cost is $312,500, representing the lowest available option with sufficient capacity after multiple sites were considered.The project is grant-funded (FAA 90%, FDOT 8%), and these costs are eligible within the overall funding structure.Payment requests associated with the permitted relocation of 69 tortoises are being processed, upon Board approval, in accordance with the services provided.

Project Manager Signature: Director Signature:

***Procurement Use Only***

The following request is in accordance with the Procurement Manual, and meets the requirements to complete the exemption request and [x] DOES [ ] DOES NOT require Board Approval.

PCA: 4/23/26 Date: Procurement Director: 4-23-26 Date:

Do not sign below without prior signatures from Procurement Services above.

County Administrator Signature Chairman Signature

Reset Form Email Form

*Revised 6/2025*

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# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22786 **Agenda Date:** 5/5/2026 **Agenda No.:** 7.5.3.

**SUBJECT:**
**Request Approval of Contract: 26C-082 Evaluation of Leachate Treatment Options for Marion County Baseline Landfill - University of Florida Herbert Wertheim College of Engineering, Gainesville, FL (Budget Impact - Neutral; expenditure of $126,000)**

**INITIATOR:**
**Susan Olsen, Director**

**DEPARTMENT:**
**Procurement Services**

**DESCRIPTION/BACKGROUND:**
On behalf of Marion County Solid Waste, Procurement requests approval of a 12-month research agreement with the University of Florida, Herbert Wertheim College of Engineering, Sustainable Materials Management Research Laboratory, to evaluate leachate treatment and volume-reduction options for the Marion County Baseline Landfill.

The project will evaluate and compare existing and emerging leachate treatment technologies to identify a cost-effective and operationally feasible solution for the County. The study will also develop a recommended treatment train, evaluate residual and concentrate management options, and consider regulatory requirements and emerging contaminants, such as per- and polyfluoroalkyl substances and perfluorooctanoic acid.

Additional scope includes technical support for regulatory and agency coordination as needed, along with limited County-directed research on other solid waste priorities, including innovative landfill practices, recycling technologies, yard waste, and used tire management.

Because University of Florida is a public entity, the proposed agreement qualifies for an exemption under Marion County Code Section 2-235. Accordingly, the County may proceed with issuing the contract in compliance with the ordinance without a formal solicitation process.

Attached for review is the proposed agreement. Upon approval at today's meeting, the agreement will be forwarded to Legal, the Clerk, and the Chairman for execution.

**BUDGET/IMPACT:**
Neutral; expenditure of $126,000. Funding comes from ZA423534-531109 (Solid Waste Disposal Fund).

**RECOMMENDED ACTION:**
Motion to approve allow staff to issue a contract and upon approval from Legal, authorize the Clerk, and Chairman to execute the contract under 26C-082.

# AGREEMENT BETWEEN COUNTY AND FIRM

This Agreement Between County and Firm, (this "Agreement") made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **University of Florida, Herbert Wertheim College of Engineering**, located at 207 Grinter Hall, Gainesville, FL 32611, possessing FEIN# 59-6002052 (hereinafter referred to as "FIRM") under seal for the Evaluation of Leachate Treatment Options for Marion County Baseline Landfill, (hereinafter referred to as the "Project"), and COUNTY and FIRM hereby agreeing as follows:

**WITNESSETH:**

In consideration of the mutual covenants and promises contained herein, COUNTY and FIRM (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

**Section 1 – The Contract Documents**. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hero executed by the Parties hereafter, together with the following (if any):

**Marion County Bid #26C-082 - Evaluation of Leachate Treatment Options for Marion County Baseline Landfill, the Offer, Project Bid Scope and or Specifications, Plans and Drawings, any/all Addenda as issued in support of this Bid, Recorded Bonds as required, Certificate of Insurance and Notice to Proceed.**

Should any conflict arise between the contract documents and the Agreement, the terms of the Agreement shall govern.

**Section 2 – Entire Agreement.** The Contract Documents form the agreement between Parties for the Project and the FIRM acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than COUNTY and FIRM.

**Section 3 – Term**. This Agreement shall commence upon Board Approval and will be valid through May 05, 2027 ("Term"). **TIME IS OF THE ESSENCE**. All limitations of time set forth in the Contract Documents are of the essence. Work may be presumed abandoned after ninety (90) days if FIRM terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) consecutive days. All Work, defined herein, will proceed in a timely manner without delays.

**Section 4 – Scope of Services.** FIRM shall complete the Work for Project 26C-082, Evaluation of Leachate Treatment Options for Marion County Baseline Landfill, more fully set forth on Exhibit A hereto, as per the Contract Documents furnished by COUNTY and according to the timeframe as noted herein.

**Section 5 – Compensation.** COUNTY shall make payment Per Exhibit A - Proposal for a total sum not to exceed One Hundred Twenty-Six Thousand Dollars (**$126,000.00**), (the "Agreement Price"), to FIRM under COUNTY's established procedure, upon completion of the Work. There shall be no provisions for pricing adjustments. FIRM agrees that if payment is made by COUNTY procurement card (p-card), charges will not be processed until goods or services are shipped, or are received by COUNTY, and in acceptable condition.

**Section 6 – Assignment.** FIRM may not subcontract all or any part of this Agreement without written approval by COUNTY.

**Section 7 – Laws, Permits, and Regulations.** Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

**Section 8 – Amendments.** This Agreement may only be amended by mutual written agreement of both Parties.

**Section 9 – Books and Records.** FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel. COUNTY shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

**Section 10 – Public Records Compliance**



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**A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Public Relations | 601 SE 25th Ave, Ocala, FL 34471**

**Phone: 352-438-2300 | Fax: 352-438-2309**

**Email:** publicrelations@marionfl.org

B. FIRM shall comply with public records laws, specifically:
- Keep and maintain public records required by COUNTY to perform the Work;
- Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if FIRM does not transfer the records to COUNTY; and,
- Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of the Agreement.

**Section 11 – Indemnification.** FIRM shall indemnify and hold harmless COUNTY, its officers, employees, and agents from all suits, claims, or actions of every name and description brought against COUNTY for liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of FIRM and other persons employed or utilized by FIRM in the performance of this Agreement. This Section shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. This section shall survive the termination of the Agreement.

**Section 12 – Insurance.** As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.
- Employer's Liability limits for not less than $100,000 each accident $500,000 disease policy limit and $100,000 disease each employee must be included.
- The FIRM, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages

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which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- $1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- $2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $500,000 combined single limit each accident.

- In the event the FIRM does not own vehicles, the FIRM shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Section 13 – Independent Contractor.** In the performance of this Agreement, FIRM will be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of COUNTY. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

**Section 14 – Default/Termination.** In the event FIRM fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, COUNTY will compensate FIRM for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

**Section 15 – Damage to Property**. FIRM shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, FIRM shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

**Section 16 – Termination for Loss of Funding/Cancellation for Unappropriated Funds.** The obligation of COUNTY for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**Section 17 – Use of Other Contracts.** COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

**Section 18 – Employee Eligibility Verification.** COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Agreement unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

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By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Contract, FIRM has agreed to perform in accordance with the requirements of this subsection and agrees:

a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
a) COUNTY shall immediately terminate FIRM if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
b) If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
c) FIRM shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
d) FIRM shall immediately terminate the subcontractor if FIRM has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
e) If COUNTY has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.095, F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
f) If COUNTY terminates this Agreement with FIRM, FIRM may not be awarded a public Agreement for at least one (1) year after the date of termination.
g) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
h) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
i) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
j) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Contract.

**Section 19 – Force Majeure.** Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods, pandemics and epidemics.

**Section 20 – Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

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**Section 21 – FIRM Conduct:** These Guidelines govern FIRM while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with FIRM's work or at FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs**: The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking**: FIRM and its employees are not permitted to smoke in or near any COUNTY buildings**.**
- **Fraternization**: FIRM and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance**: FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

**Section 22 – Authority to Obligate.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

**Section 23 – Law, Venue, Waiver of Jury Trial, Attorney's Fees.** This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of the Agreement.

**Section 24 – Scrutinized Companies, pursuant to Section 287.135, F.S.**

A. Certification.
   1. If this Agreement is for One Million Dollars or more, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
      a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
      b. Engaged in business operations in Cuba or Syria.
   2. If this Agreement is for any amount, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
      a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
      b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and FIRM meets any of the following criteria.
   1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and FIRM is found to meet any of the following prohibitions:
      a. Submitted a false certification as provided under Section 287.135(5), F.S., or
      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
   2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and FIRM is found to meet any of the following prohibitions:

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a. Submitted a false certification as provided under Section 287.135(5), F.S.;
b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
c. Been engaged in business operations in Cuba or Syria.

3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and FIRM is found to meet any of the following conditions:
   a. Submitted a false certification as provided under Section 287.135(5), F.S.;
   b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
   c. Been engaged in business operations in Cuba or Syria; or
   d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
4. Was entered into or renewed on or after July 1, 2018, and FIRM is found to meet any of the following prohibitions:
   a. Submitted a false certification as provided under Section 287.135(5), F.S.;
   b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
   c. Been engaged in business operations in Cuba or Syria.

C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
   1. Was entered into or renewed on or after July 1, 2018, and
   2. FIRM is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

**Section 25 – Sovereign Immunity.** Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement. This section shall survive the termination of the Agreement.

**Section 26 – On-Going Compliance.** The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

**Section 27 – Exhibits/Attachments.** The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A - Work for the project.**

**Section 28 – Notices.** The Agreement provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery. FIRM's and COUNTY's representatives and addresses for notice purposes are:

FIRM: University of Florida, Herbert Wertheim College of Engineering
207 Grinter Hall, Gainesville, FL 32611
CONTACT PERSON: Caleb S. Ewing | Phone: 352-294-2077

COUNTY: Marion County Solid Waste
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

**A copy of all notices to COUNTY hereunder shall also be sent to:**

Procurement Services Director
Marion County Procurement Services Department

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2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If FIRM agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, FIRM may designate up to two (2) e-mail addresses: ufawards@ufl.edu and dspcontracts@research.ufl.edu. Designation signifies FIRM's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

**ATTEST:**

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

**FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM**

**AND LEGAL SUFFICIENCY**

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

**WITNESS:**

SIGNATURE

PRINTED NAME

**WITNESS:**

SIGNATURE

PRINTED NAME

**MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA**

CARL ZALAK, III DATE
CHAIRMAN

**BCC APPROVED:** May 5, 2026
26C-082 | Evaluation of Leachate Treatment Options for Marion County Baseline Landfill

**UNIVERSITY OF FLORIDA, HERBERT WERTHEIM COLLEGE OF ENGINEERING**

BY: DATE

PRINTED:

ITS: (TITLE)

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# Research Proposal: Evaluation of Leachate Treatment Options for the Marion County Baseline Landfill

Prepared for: Marion County Board of County Commissioners
Prepared by: University of Florida, Herbert Wertheim College of Engineering, Sustainable Materials Management Research Laboratory
Date: February 25, 2026

## 1. Background and Purpose

Marion County is planning improvements to its solid waste management infrastructure and is interested in identifying practical, cost-effective technologies to treat landfill leachate, manage odors, and reduce overall cost per gallon of leachate managed. This proposal describes a 12-month University of Florida research support effort with a primary focus on evaluating and comparing candidate leachate treatment and volume-reduction approaches (Task 1), including the potential for combining multiple technologies into an integrated treatment train.

In addition, the project includes research-informed technical support for regulatory and agency interactions (Task 2) and flexible, County-prioritized tasks for other solid waste management needs as time allows (Task 3), such as innovative and cost-saving landfilling and recycling technologies and related topics (e.g., yard waste and used tire management).

## 2. Project Objectives

- Screen and compare candidate leachate treatment and volume-reduction approaches for effectiveness, odor management, and life-cycle cost.
- Consider technologies incorporating current best management practices for treating contaminants of concern as well as emerging technologies for anticipated future regulations (e.g., PFAS/PFOA) with the goal of lowering cost and regulatory compliance.
- Develop a recommended treatment train (one or more technologies in series/parallel) tailored to Marion County leachate characteristics, operational constraints, and regulatory requirements.
- Evaluate management options for residuals/concentrate and identify feasible handling and disposal pathways.
- Assess whether treatment capacity could be sized/operated to accept third-party leachate as a potential revenue stream, subject to technical, permitting, and business constraints.
- Provide support for questions and issues that arise with regulatory agencies related to leachate and landfill operations during the project period.

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- Apply remaining student effort, at the County's direction, to evaluate other priority solid waste management topics on an as-needed basis (e.g., innovative landfilling and recycling technologies, yard waste, and used tire management).

## 3. Scope of Work

**Task 1 Leachate Treatment Evaluation**

The University will support Marion County in evaluating leachate treatment and volume-reduction approaches suitable for the Marion County landfill. Activities may include: (i) compiling and reviewing existing leachate data; (ii) targeted sampling/analysis as needed to capture variability; (iii) establishing performance criteria and constraints (odor control, footprint, staffing, power, consumables); (iv) screening candidate approaches and developing integrated treatment-train concepts, including membrane technologies (evaluated generically as a class of separation processes), evaporation/volume-reduction approaches, and phyto-utilization concepts where feasible; (v) evaluating practical options for managing residuals/concentrate (including streams produced by membrane technologies) and identifying feasible handling/disposal pathways; and (vi) preparing order-of-magnitude cost comparisons and an implementation roadmap (pilot-to-full-scale decision points and next steps).

Deliverables

- Work plan and sampling/monitoring plan (including performance criteria and decision framework).
- Interim memorandum summarizing leachate treatment screening, treatment-train concepts, and recommended pilot candidates (if applicable).
- Technical memorandum summarizing innovative/cost-saving landfill and recycling technologies screened and their applicability to Marion County.
- Regulatory/agency technical support memoranda or calculations, as needed, documenting technical responses and recommendations.
- Final report and presentation summarizing findings, cost and performance comparisons, and recommended path forward.
- Executive summary document and public presentation for Board discussions.

**Task 2 Regulatory and Agency Technical Support**

The University will provide technical assistance as issues arise with regulatory agencies (e.g., FDEP and others as applicable). Support may include interpreting monitoring data, providing technical memos or calculations, supporting responses to agency questions, and helping the County evaluate technical implications of proposed permit conditions or operational changes. This task is intended to provide timely, research-informed support while maintaining the County's decision authority and consultant-of-record responsibilities.

Deliverables

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- Regulatory/agency technical support memoranda, calculations, and/or draft response language as needed documenting technical analyses and recommendations.

**Task 3 Other As-Needed Services**

Following completion of the core leachate study activities in Task 1, and as requested by the County during the project period, the University will provide additional research consistent with the intent of this agreement. Because this project budget supports a fixed level of graduate and undergraduate student effort (with faculty supervision), the specific work items under this task will be prioritized by the County and completed on an as-needed basis as time allows. Examples of potential support under this task may include: (i) exploration and technical screening of innovative and cost-saving landfill and recycling technologies/practices (including operational improvements and diversion/recovery concepts); (ii) evaluation of options related to yard waste management and beneficial use pathways; (iii) evaluation of options related to used tire handling/processing and associated materials management strategies; (iv) participation in coordination meetings; (v) review of vendor/consultant submittals; and (vi) support in developing scopes for follow-on pilot or implementation projects. The University will document work performed under this task through brief technical memoranda, emails, and/or meeting summaries as appropriate.

Deliverables

- As-needed technical memoranda and/or summaries supporting County-prioritized services

## 5. Schedule

Work is anticipated to begin in May 2026 and continue for a 12-month period.

## 6. Budget

Total budget: $126,000 for a 12-month project period. This budget is intended to support twelve months of graduate student research time (including the student's stipend and tuition waiver), some undergraduate student support time, and the time of Steven Laux, P.E., and Timothy Townsend, Ph.D., P.E. to supervise and guide the students. The budget also includes travel (e.g., site visits and meetings) and laboratory supplies/analytical costs needed to support the project tasks.

*Disclosure: The University of Florida and Dr. Timothy Townsend have intellectual property and licensing interests related to leachate treatment. This project will evaluate existing commercially available treatment technologies, including the UF-licensed technologies. The research will be conducted and reported objectively using consistent technical and economic criteria.*

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# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22788 **Agenda Date:** 5/5/2026 **Agenda No.:** 7.5.4.

**SUBJECT:**
**Request Approval of Contract Amendment: 25B-048-CA-01 Scrap Metal Recycling Services - Trademark Metal Recycling LLC, Tampa, FL (Budget Impact - Revenue; estimated additional $50,000 annually)**

**INITIATOR:**
**Susan Olsen, Director**

**DEPARTMENT:**
**Procurement Services**

**DESCRIPTION/BACKGROUND:**
On March 5, 2025, the Board approved a contract with Trademark Metal Recycling LLC to purchase scrap metal collected at the recycling centers and the Baseline Landfill. On behalf of Solid Waste, Procurement is requesting approval of an amendment to the existing agreement to add aluminum wheels and chrome wheels as accepted commodities under the master contract. This modification establishes pricing for these materials based on the London Metal Exchange (LME) Cash price per pound on the date of delivery, less a per-pound differential for each material type. The amendment also requires that aluminum and chrome wheels be separated by material type and be free of lead wheel weights and valve stems prior to delivery, with the County responsible for removal of these items. All other terms and conditions of the original agreement remain in full force and effect.

**BUDGET/IMPACT:**
Revenue; estimated additional $50,000, bringing the estimated annual revenue to $700,000.

**RECOMMENDED ACTION:**
Motion to approve and allow staff to issue the contract amendment, and upon approval from Legal, authorize the Clerk and Chairman to execute the contract amendment with Trademark Metal Recycling LLC under 25B-048.

**Marion County**
**Board of County Commissioners**

# MODIFICATION OF AGREEMENT
# WITH MARION COUNTY ("COUNTY")

AGREEMENT NUMBER/TITLE: 25B-048-CA-01 Scrap Metal Recycling Services

MODIFICATION NUMBER: 1 MODIFICATION EFFECTIVE DATE: May 5, 2026

DESCRIPTION OF MODIFICATION:

1. This Modification adds aluminum wheels and chrome wheels as accepted commodities under the Agreement. These commodities shall not be tied to the scrap metal index; pricing shall be based on the London Metal Exchange (LME) Cash price per pound on the date of delivery, less a differential of $1.00 per pound for chrome wheels and $0.55 per pound for aluminum wheels.
2. Aluminum and chrome wheels must be separated by material type and free of lead wheel weights and valve stems. The County is responsible for removing all lead weights and valve stems prior to delivery.
3. All provisions of the Agreement not specifically modified herein shall remain in full force and effect.

**NOTE!** All provisions of the Agreement not specifically modified herein shall remain in full force and effect.

ISSUED BY: Marion County Board of County Commissioners
Procurement Services
2631 SE Third St.
Ocala, FL 34471

PCA/BUYER: KATIA MURPHY
E-MAIL: katia.murphy@marionfl.org
PHONE: 352-671-8646

CONTRACTOR NAME: Trademark Metal Recycling LLC
ADDRESS: 5401 W. Kennedy Blvd, Suite 400, Tampa, FL 33609
ATTN: Victoria Mendez | Victoria.mendez@tmrecycling.com

INSTRUCTIONS: Please sign Signature Block showing acceptance of the above written modification and return thisform to Procurement Services within five (5) days after receipt. Once fully executed, a copy of this modification will be returned to you to be attached to the original agreement.

MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

_____

CARL ZALAK, III DATE
CHAIRMAN

ATTEST:

_____

GREGORY C. HARRELL DATE
MARION COUNTY CLERK OF THE COURT

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____

MATTHEW G. MINTER
MARION COUNTY ATTORNEY

COMPANY NAME:
Trademark Metal Recycling LLC

_____

BY: DATE

_____

PRINTED NAME

_____

ITS:

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# AGREEMENT BETWEEN COUNTY AND FIRM

This Agreement Between County and Firm, (this "Agreement") made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **Trademark Metals Recycling LLC**, located at 1854 NW 31st Street, Ocala, FL 34475, possessing FEIN# 59-3484760 (hereinafter referred to as "FIRM") under seal for the Scrap Metal Recycling Services, (hereinafter referred to as the "Project"), and COUNTY and FIRM hereby agreeing as follows:

**WITNESSETH:**

In consideration of the mutual covenants and promises contained herein, COUNTY and FIRM (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

**Section 1 – The Contract Documents**. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hero executed by the Parties hereafter, together with the following (if any):

**Marion County Bid #25B-048 - Scrap Metal Recycling Services, the Offer, Project Bid Scope and or Specifications, Plans and Drawings, any/all Addenda as issued in support of this Bid, Recorded Bonds as required, Certificate of Insurance and Notice to Proceed.**

Should any conflict arise between the contract documents and the Agreement, the terms of the Agreement shall govern.

**Section 2 – Entire Agreement.** The Contract Documents form the agreement between Parties for the Project and the FIRM acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than COUNTY and FIRM.

**Section 3 – Term**. This Agreement shall commence upon the last signature set forth below and shall continue through March 31, 2027, with the option of two (2) annual renewals, pending mutual agreement ("Term"). **TIME IS OF THE ESSENCE**. All limitations of time set forth in the Contract Documents are of the essence. Work may be presumed abandoned after ninety (90) days if FIRM terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) consecutive days. All Work, defined herein, will proceed in a timely manner without delays.

**Section 4 – Scope of Services.** FIRM shall complete the Work for Project 25B-048 Scrap Metal Recycling Services, more fully set forth on Exhibit A – Scope of Work hereto, and Compensation Structure, and within the Term as per the Contract Documents furnished by COUNTY.

**Section 5 – Compensation.** CONTRACTOR shall make payment to the COUNTY upon completion of the services described in Section 5 of this Agreement. Compensation for services described in Section 5 shall be made pursuant to Exhibit A – Scope of Work and Exhibit B – Compensation Structure.

**Section 6 – Assignment.** FIRM may not subcontract all or any part of this Agreement without written approval by COUNTY.

**Section 7 – Laws, Permits, and Regulations.** Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

**Section 8 – Amendments.** This Agreement may only be amended by mutual written agreement of both Parties.

**Section 9 – Books and Records.** FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel. COUNTY shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

**Section 10 – Public Records Compliance**

**A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE**

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**PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Public Relations | 601 SE 25th Ave, Ocala, FL 34471**

**Phone: 352-438-2300 | Fax: 352-438-2309**

**Email:** publicrelations@marionfl.org

B. FIRM shall comply with public records laws, specifically:
   - Keep and maintain public records required by COUNTY to perform the Work;
   - Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
   - Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if FIRM does not transfer the records to COUNTY; and,
   - Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of the Agreement.

**Section 11 – Indemnification.** FIRM shall indemnify and hold harmless COUNTY, its officers, employees, and agents from all suits, claims, or actions of every name and description brought against COUNTY for liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of FIRM and other persons employed or utilized by FIRM in the performance of this Agreement. This Section shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. This section shall survive the termination of the Agreement.

**Section 12 – Insurance.** As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than $100,000 each accident $500,000 disease policy limit and $100,000 disease each employee must be included.
- The FIRM, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

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COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- $1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- $2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $500,000 combined single limit each accident.

- In the event the FIRM does not own vehicles, the FIRM shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Section 13 – Independent Contractor.** In the performance of this Agreement, FIRM will be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of COUNTY. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

**Section 14 – Default/Termination.** In the event FIRM fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, COUNTY will compensate FIRM for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

**Section 15 – Damage to Property**. FIRM shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, FIRM shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

**Section 16 – Termination for Loss of Funding/Cancellation for Unappropriated Funds.** The obligation of COUNTY for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**Section 17 – Use of Other Contracts.** COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

**Section 18 – Employee Eligibility Verification.** COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Agreement unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Contract, FIRM has agreed to perform in accordance with the requirements of this subsection and agrees:

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a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
a) COUNTY shall immediately terminate FIRM if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
b) If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
c) FIRM shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
d) FIRM shall immediately terminate the subcontractor if FIRM has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
e) If COUNTY has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.095, F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
f) If COUNTY terminates this Agreement with FIRM, FIRM may not be awarded a public Agreement for at least one (1) year after the date of termination.
g) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
h) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
i) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
j) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Contract.

**Section 19 – Force Majeure.** Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods, pandemics and epidemics.

**Section 20 – Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

**Section 21 – FIRM Conduct:** These Guidelines govern FIRM while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with FIRM's work or at FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.

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- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs**: The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking**: FIRM and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization**: FIRM and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance**: FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

**Section 22 – Authority to Obligate.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

**Section 23 – Law, Venue, Waiver of Jury Trial, Attorney's Fees.** This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of the Agreement.

**Section 24 – Scrutinized Companies, pursuant to Section 287.135, F.S.**

A. Certification.
   1. If this Agreement is for One Million Dollars or more, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
      a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
      b. Engaged in business operations in Cuba or Syria.
   2. If this Agreement is for any amount, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
      a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
      b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and FIRM meets any of the following criteria.
   1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and FIRM is found to meet any of the following prohibitions:
      a. Submitted a false certification as provided under Section 287.135(5), F.S., or
      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
   2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and FIRM is found to meet any of the following prohibitions:
      a. Submitted a false certification as provided under Section 287.135(5), F.S.;
      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
      c. Been engaged in business operations in Cuba or Syria.
   3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and FIRM is found to meet any of the following conditions:

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a. Submitted a false certification as provided under Section 287.135(5), F.S.;
b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
c. Been engaged in business operations in Cuba or Syria; or
d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

4. Was entered into or renewed on or after July 1, 2018, and FIRM is found to meet any of the following prohibitions:
a. Submitted a false certification as provided under Section 287.135(5), F.S.;
b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
c. Been engaged in business operations in Cuba or Syria.

C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2018, and
2. FIRM is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

**Section 25 – Sovereign Immunity.** Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement. This section shall survive the termination of the Agreement.

**Section 26 – On-Going Compliance.** The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

**Section 27 – Exhibits/Attachments.** The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A – Scope of Work, EXHIBIT B – Compensation Structure.**

**Section 28 – Notices.** The Agreement provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery. FIRM's and COUNTY's representatives and addresses for notice purposes are:

FIRM: Trademark Metals Recycling LLC
1854 NW 31st Street, Ocala, FL 34475
CONTACT PERSON: Victoria Mendez | Phone: 352-525-0861

COUNTY: Marion County Solid Waste
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

**A copy of all notices to COUNTY hereunder shall also be sent to:**

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

COPY

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If FIRM agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, FIRM may designate up to two (2) e-mail addresses: victoria.mendez@tmrecycling.com and clint.rice@tmrecycling.com. Designation signifies FIRM's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

**ATTEST:**

3/5/2025
GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

**MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA**

3/5/2025
KATHY BRYANT DATE
CHAIRMAN

**FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

For: 2/27/25
MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

**BCC APPROVED:** March 4, 2025
25B-048 | Scrap Metal Recycling Services

**WITNESS:**

SIGNATURE
Patrick Fuller
PRINTED NAME

**TRADEMARK METALS RECYCLING LLC**

3/10/25
BY: DATE
Clint Rice
PRINTED:
Commercial Manager
ITS: (TITLE)

**WITNESS:**

SIGNATURE
Hester Jones
PRINTED NAME

COPY

# EXHIBIT A – SCOPE OF WORK

1. SERVICES

I. Scrap Metal Purchasing

a. The materials included in the scrap metal category include scrap metal, white goods, and appliances collected at Marion County facilities. The materials will be hauled to the Vendor's location by Marion County resources. The services of this award shall include payment to the County on a percentage of the Shredded Auto Scrap Alabama Index presented by Fast Markets. Marion County contracts with a vendor to remove refrigerants from appliances and white goods prior to transporting to the Vendor's site. Refrigerant removal is performed via a certified evacuation process.

The Vendor shall operate or contract a facility to receive the County's material located within Marion County.

Materials are offered for sale "as is" with no guarantee or warranty, expressed or implied and without recourse against the County.

II. Option Hauling Services

a. The County operates 18 recycling centers and a transfer station which accepts scrap metal, white goods, and appliances. The Vendor may be responsible to visit County locations and discuss with staff the right sized containers for each location. Containers shall be provided at no charge to the County. The containers shall be in good and serviceable condition and pose no threat of hazard to County staff or the public. Containers should be labelled to identify their purpose in collecting scrap metal, so as to deter disposal of trash or other materials.

Damage to County property for which the vendor is responsible will be repaired by the vendor in a timely manner. The vendor shall leave a replacement collection container whenever they retrieve a container.

County staff will be responsible for placing items into containers. The County makes no guarantee on the weight of each container. The Vendor will provide training to County staff on proper separation of scrap to maximize revenue to the County.
Collection containers shall be serviced within 24 hours of the vendor being notified or by the close of business the next day, Monday through Saturday. In addition to the established container location(s) the County shall have the right to coordinate pickup of materials at any other County location when required.

Materials are offered for sale "where is, as is" no guarantee or warranty, expressed or implied and without recourse against the County.

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2. LOCATIONS OF RECYCLING CENTERS AND TRANSFER STATION

- Baseline Transfer Station Center- 5601 SE 66th Street; Ocala, Florida 34480
- Blitchton Recycling Center- 13247 N. US Hwy 27; Ocala, Florida 34478
- Canal Recycling Center- 457 SE 110th Street; Ocala, Florida 34480
- Citra Recycling Center- 17780 NE 19th Court; Citra, Florida 32113
- Davis Recycling Center- 11307 SE 128th Place Road; Ocklawaha, Florida 32179
- Dunnellon Recycling Center- 4232 S. US Hwy 41; Dunnellon, Florida 34432
- Florida Highlands Recycling Center- 8390 SW 150th Street; Dunnellon, Florida 34432
- Forest Corner/Lynn Recycling Center- 950 S. Hwy 314A; Ocklawaha, Florida 34488
- Fort McCoy Recycling Center- 12195 E. Hwy 316; Fort McCoy, Florida 32134
- Martel Recycling Center- 296 SW 67th Avenue Road; Ocala, Florida 34474
- Newton Recycling Center- 1750 NW 100th Street; Ocala, Florida 34475
- Orange Lake Recycling Center- 18290 NW 53rd Court Road; Orange Lake, Florida 32681
- Orange Springs Recycling Ctr.- 11095 E. Hwy 318; Orange Springs, Florida 32182
- Salt Springs Recycling Center- 13580 NE 203rd Avenue Road; Salt Springs, Florida 32134
- Scrambletown Recycling Center- 15810 NE Hwy 314; Silver Springs, Florida 34488
- South Forest Recycling Center- 15480 SE 182nd Avenue Road; Umatilla, Florida 32784
- Weirsdale Recycling Center- 13535 SE 164th Street; Weirsdale, Florida 32195
- Wright Road Recycling Center- 11190 NW 90th Avenue; Reddick, Florida 32686

**Vendor shall provide a copy of the associated market index to the County by the 15th day of the month.** Failure to provide the documented pricing information in the time prescribed will result in the County invoicing the Vendor for all expenses incurred to obtain the pricing information.

The percentage retained by the vendor shall include all costs associated with providing the services of this award. No additional costs shall be paid by the County for materials received, hauled, processed or otherwise.

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3. PAYMENT TO THE COUNTY

Payment shall be made based on the net weight of scrap retrieved by the vendor for recycling in accordance with the bid price as percent of current index. Payment shall be made no later than the 10th day of the month for the prior month's pickup/receipt of scrap material.

Payments are to be made payable to: Marion County Solid Waste
Payments are to be mailed to: 5601 SE 66th Street, Ocala, FL 34480

For load received at Vendors locations, hauled by the County, the County shall be provided a numbered scale ticket inclusive of the Gross Weight, Tare Weight, and Net Weight. The Vendor shall track and provide monthly reports to include the following:

- Location material came from;
- Date material was received;
- Truck ID;
- Delivery site scale ticket number;
- Category of load (scrap metal, copper, etc.);
- Net weight of load

For loads hauled by the Vendor, the following information shall be submitted with each monthly payment a monthly summary to include the following items:

- Date of pick up from County site;
- Location of pick up;
- Delivery site scale ticket number;
- Category of load (scrap metal, copper, etc.);
- Net weight of load;
- Scale Ticket Copies – a copy of scale tickets inclusive of Gross Weight, Tare Weight, and Net Weight

4. SAFETY

The Vendor must adhere to all OSHA workplace safety standards and comply with applicable local, county, state, and federal waste and recycling laws, regulations, and policies. Non-compliance may result in penalties, including but not limited to verbal or written warnings, work stoppages, or contract termination. Additionally, all equipment must be equipped with audible backup alarms to ensure the safety of both on-site personnel and the public.

COPY

EXHIBIT B – COMPENSATION STRUCTURE

| Item # | Description | Percentage to be **paid to** Marion County | Percentage **reduction** for Vendor to haul material |
|---|---|---|---|
| 1 | Scrap Material | **50.15 % Ton** | **10 % Ton** |
| **TOTAL:** (Percentage Paid Minus Percentage Reduction) | | | **40.15 %Ton** |

**Notes:**

1. The percentage retained by Vendor shall include all the costs associated with providing the services of this award. No additional costs shall be paid by Marion County.
2. Vendor shall provide the information of the monthly index report showing the value of said index.

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# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22731 **Agenda Date:** 5/5/2026 **Agenda No.:** 7.5.5.

**SUBJECT:**
**Request Approval of Contract Amendment (Renewal): 22Q-073-CA-02 Tree Services Contract - Flyway Access LLC dba Conrad Tree Service, Ocala, FL and Enviro Tree Service LLC, Apopka, FL (Budget Impact - None)**

**INITIATOR:**
**Susan Olsen, Director**

**DEPARTMENT:**
**Procurement Services**

**DESCRIPTION/BACKGROUND:**
On May 3, 2022, the Board approved contracts with two (2) contractors; Flyway Access LLC dba Conrad Tree Service and Enviro Tree Service LLC, for maintenance and removal of dangerous and damaged trees on County owned property.

Both contractors have received favorable evaluations, and Facilities Management recommends renewing their contracts from June 1, 2026, through May 31, 2027, for the final one (1) year renewal term of the contract.

Attached for review are the draft contract amendments; pending approval at today's meeting, they will be sent to Flyway Access LLC dba Conrad Tree Service and Enviro Tree Service LLC for signatures, and upon return, will be forwarded for the County Attorney's, Clerk's and Chairman's signatures.

**BUDGET/IMPACT:**
None. Projects assigned to the contractors which exceed $50,000 will be brought back before the Board as a separate task order with a detailed scope and fee schedule for review and final approval.

**RECOMMENDED ACTION:**
Motion to approve and allow staff to issue, and upon approval from Legal, authorize the Chairman and Clerk to execute the contracts under 22Q-073.

**Marion County**
**Board of County Commissioners**

# MODIFICATION OF AGREEMENT
# WITH MARION COUNTY ("COUNTY")

AGREEMENT NUMBER/TITLE: 22Q-073-CA-02 Tree Contract Services

MODIFICATION NUMBER: 2 MODIFICATION EFFECTIVE DATE: June 1, 2026

DESCRIPTION OF MODIFICATION:

1. This Modification to the Agreement renews the contract for one (1) year, effective June 1, 2026, and ending May 31, 2027.
2. All provisions of the Agreement not specifically modified herein shall remain in full force and effect.

**NOTE!** All provisions of the Agreement not specifically modified herein shall remain in full force and effect.

ISSUED BY: Marion County Board of County Commissioners
Procurement Services
2631 SE Third St.
Ocala, FL 34471

PCA/BUYER: MELISSA MASTERS
E-MAIL: melissa.masters@marionfl.org
PHONE: 352-671-8640

CONTRACTOR NAME: Flyway Access, LLC dba Conrad Tree Service
ADDRESS: 4400 SE 73rd St., Ocala, Fl 34480
ATTN: Thomas Conrad I office@conradtree.com

INSTRUCTIONS: Please sign Signature Block showing acceptance of the above written modification and return thisform to Procurement Services within five (5) days after receipt. Once fully executed, a copy of this modification will be returned to you to be attached to the original agreement.

MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

_____

CARL ZALAK, III DATE
CHAIRMAN

ATTEST:

_____

GREGORY C. HARRELL DATE
MARION COUNTY CLERK OF THE COURT

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____

MATTHEW G. MINTER
MARION COUNTY ATTORNEY

COMPANY NAME:
Flyway Access, LLC dba Conrad Tree Service

_____

BY: DATE

_____

PRINTED NAME

_____

ITS:

**Marion County**
**Board of County Commissioners**

# MODIFICATION OF AGREEMENT
# WITH MARION COUNTY ("COUNTY")

AGREEMENT NUMBER/TITLE: 22Q-073-CA-02 Tree Contract Services

MODIFICATION NUMBER: 2 MODIFICATION EFFECTIVE DATE: June 1, 2026

DESCRIPTION OF MODIFICATION:

1. This Modification to the Agreement renews the contract for one (1) year, June 1, 2026, and ending May 31, 2027.
2. All provisions of the Agreement not specifically modified herein shall remain in full force and effect.

**NOTE!** All provisions of the Agreement not specifically modified herein shall remain in full force and effect.

ISSUED BY: Marion County Board of County Commissioners
Procurement Services
2631 SE Third St.
Ocala, FL 34471

PCA/BUYER: MELISSA MASTERS
E-MAIL: melissa.masters@marionfl.org
PHONE: 352-671-8640

CONTRACTOR NAME: Enviro Tree Services LLC
ADDRESS: 3202 Phi ls Lane, Apopka, FL 32712
ATTN: Melinda Tankersly I mtankersley@envirotreeservice.com

INSTRUCTIONS: Please sign Signature Block showing acceptance of the above written modification and return thisform to Procurement Services within five (5) days after receipt. Once fully executed, a copy of this modification will be returned to you to be attached to the original agreement.

MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

_____

CARL ZALAK, III DATE
CHAIRMAN

ATTEST:

_____

GREGORY C. HARRELL DATE
MARION COUNTY CLERK OF THE COURT

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____

MATTHEW G. MINTER
MARION COUNTY ATTORNEY

COMPANY NAME:
Enviro Tree Services LLC

_____

BY: DATE

_____

PRINTED NAME

_____

ITS:

**Marion County**
**Board of County Commissioners**

# MODIFICATION OF AGREEMENT WITH MARION COUNTY ("COUNTY")

AGREEMENT NUMBER/TITLE: 22Q-073-CA-01 Tree Contract Services

MODIFICATION NUMBER: 1 MODIFICATION EFFECTIVE DATE: June 1, 2025

DESCRIPTION OF MODIFICATION:

1. The modification to the Agreeement renews the contract for one (1) year, valid through May 31, 2026
2. All provisions of the Agreement not specifically modified herein shall remain in full force and effect.

NOTE! All provisions of the Agreement not specifically modified herein shall remain in full force and effect.

ISSUED BY: Marion County Board of County Commissioners
Procurement Services
2631 SE Third St.
Ocala, FL 34471

PCA/BUYER: CALEY CONARD
E-MAIL: caley.conard@marioncountyfl.org
PHONE: 352-671-8647

CONTRACTOR NAME: Enviro Tree Services LLC
ADDRESS: 3202 Phils Lane, Apopka, FL 32712
ATTN: Melinda Tankersly | mtankersley@envirotreeservice.com

INSTRUCTIONS: Please sign Signature Block showing acceptance of the above written modification and return thisform to Procurement Services within five (5) days after receipt. Once fully executed, a copy of this modification will be returned to you to be attached to the original agreement.

MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

Kathy Bryant 5/6/2025
KATHY BRYANT DATE
CHAIRMAN

ATTEST:

5/6/2025
GREGORY C. HARRELL DATE
MARION COUNTY CLERK OF THE COURT

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

MATTHEW G. MINTER
MARION COUNTY ATTORNEY

COMPANY NAME:
Enviro Tree Services LLC

Melinda Tankersley 5/22/25
BY: DATE
Melinda Tankersley
PRINTED NAME

Owner
ITS:

**Marion County**
**Board of County Commissioners**

# MODIFICATION OF AGREEMENT WITH MARION COUNTY ("COUNTY")

AGREEMENT NUMBER/TITLE: 22Q-073-CA-01 Tree Contract Services

MODIFICATION NUMBER: 1 MODIFICATION EFFECTIVE DATE: June 1, 2025

DESCRIPTION OF MODIFICATION:

1. The modification to the Agreeement renews the contract for one (1) year, valid through May 31, 2026
2. All provisions of the Agreement not specifically modified herein shall remain in full force and effect.

NOTE! All provisions of the Agreement not specifically modified herein shall remain in full force and effect.

ISSUED BY: Marion County Board of County Commissioners
Procurement Services
2631 SE Third St.
Ocala, FL 34471

PCA/BUYER: CALEY CONARD
E-MAIL: caley.conard@marioncountyfl.org
PHONE: 352-671-8647

CONTRACTOR NAME: Flyway Access, LLC dba Conrad Tree Service
ADDRESS: 4400 SE 73rd St., Ocala, FL 34480
ATTN: Thomas Conrad | office@conradtree.com

INSTRUCTIONS: Please sign Signature Block showing acceptance of the above written modification and return thisform to Procurement Services within five (5) days after receipt. Once fully executed, a copy of this modification will be returned to you to be attached to the original agreement.

MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

Kathy Bryant 05/06/2025
KATHY BRYANT DATE
CHAIRMAN

ATTEST:

05/06/2025
GREGORY C. HARRELL DATE
MARION COUNTY CLERK OF THE COURT

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

MATTHEW G. MINTER
MARION COUNTY ATTORNEY

COMPANY NAME:
Flyway Access, LLC dba Conrad Tree Service

5-6-25
BY: DATE
Thomas Conrad
PRINTED NAME
Owner
ITS:

## AGREEMENT BETWEEN COUNTY AND CONTRACTOR

This Agreement Between County and Contractor, (this "Agreement") made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **Enviro Tree Service LLC**, located at 3202 Phils Lane, Apopka, FL 32712, possessing FEIN# 26-3237095 (hereinafter referred to as "CONTRACTOR") under seal for the Tree Services Contract, (hereinafter referred to as the "Project"), and COUNTY and CONTRACTOR hereby agreeing as follows:

**WITNESSETH:**

In consideration of the mutual covenants and promises contained herein, COUNTY and CONTRACTOR (singularly referred to as "Party," collectively "Parties") hereto agree as follows:

**Section 1 – The Contract.** The contract between COUNTY and CONTRACTOR, of which this Agreement is part, consists of the Contract Documents. This Agreement approved by the Board of County Commissioners on May 3, 2022 shall be effective on the last signature date set forth below.

**Section 2 – The Contract Documents.** The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

**Marion County #22Q-073 - Tree Services Contract, the Offer, Project Bid Scope and/or Specifications, Plans and Drawings, any/all Addenda as issued in support of this Bid, and Certificate of Insurance.**

Should any conflict arise between the Contract Documents and the Agreement, the terms of the Agreement shall govern.

**Section 3 – Entire Agreement.** The Contract Documents form the agreement between Parties for the Project and the CONTRACTOR acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only in writing. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than COUNTY and CONTRACTOR.

**Section 4 – Term.** This Agreement shall commence upon Board Approval, and execution of all parties, and shall continue for three (3) years, until May 31, 2025. Pending mutual agreement, there are two (2) annual renewal options available.

**Section 5 – Scope of Services.** CONTRACTOR shall complete the work for Project 22Q-073 to perform Tree Services on an as-needed basis on county owned property, per the Contract Documents, Exhibit A – Scope of Work hereto, Exhibit B - Construction Standards hereto, and within the Term.

**Section 6 - Compensation.** COUNTY shall make payment per Exhibit C – Fee Schedule hereto, (the "Agreement Price"), to CONTRACTOR under COUNTY's established procedure and according to the schedule set forth in Exhibit B – Construction Standards hereto. There shall be no provisions for pricing adjustments during the Term.

**Section 7 – Use of Other Contracts.** COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

**Section 8 – Assignment.** CONTRACTOR may not subcontract all or any part of this Agreement without written approval by COUNTY.

**Section 9 – Laws, Permits, and Regulations.** Prior to the performance of any Work hereunder, CONTRACTOR shall obtain and pay for all licenses and permits, as required to perform the Work. CONTRACTOR shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the services provided under this Agreement.

**Section 10 – Amendments.** This Agreement may only be amended by mutual written agreement of both Parties.

**Section 11 – Books and Records.** CONTRACTOR shall keep records of all transactions, including documentation accurately reflecting the time expended by CONTRACTOR and its personnel. COUNTY shall have a right to request

records from CONTRACTOR, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

**Section 12 – Public Records Compliance**

**A. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Public Relations | 601 SE 25th Ave, Ocala, FL 34471**
**Phone: 352-438-2300 | Fax: 352-438-2309**
**Email:** publicrelations@marionfl.org

B. CONTRACTOR shall comply with public records laws, specifically:
- Keep and maintain public records required by COUNTY to perform the Work;
- Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY; and,
- Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the Work. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon the completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If CONTRACTOR fails to provide the public records to COUNTY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY.

**Section 13 – Indemnification.** CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees, from liabilities, damages, and losses, including, but not limited to, property damage, harm or personal injury to third persons, such as death, and costs, including but not limited to reasonable attorneys' fees, which COUNTY, its officers or employees may sustain, or which may be asserted against COUNTY or its officers, or employees, arising out of the activities contemplated by the Agreement to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of the Agreement. This Section shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes.

**Section 14 – Insurance.** As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than $100,000 each accident $500,000 disease policy limit and $100,000 disease each employee must be included.
- The Contractor/Vendor, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- $1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- $2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

- In the event the Contractor/Vendor does not own vehicles, the Contractor/Vendor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Section 15 – Independent Contractor**. In the performance of this Agreement, CONTRACTOR will be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of COUNTY. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by CONTRACTOR in the full performance of this Agreement.

**Section 16 – Default/Termination**. In the event CONTRACTOR fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying CONTRACTOR in writing, specifying the nature of the default and providing CONTRACTOR with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to CONTRACTOR without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate CONTRACTOR only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to CONTRACTOR. In the event of termination of this Agreement without cause, COUNTY will compensate CONTRACTOR for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY's or other public entity's obligations under this Agreement. Should this occur, COUNTY shall have no further obligation to CONTRACTOR other than to pay for services rendered prior to termination.

**Section 17 – Damage to Property**. CONTRACTOR shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, CONTRACTOR shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

**Section 18 – Governing Law. Law, Venue, Waiver of Jury Trial, and Attorney's Fees.** This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney's fees.

**Section 19 – Termination for Loss of Funding/Cancellation for Unappropriated Funds.** The obligation of COUNTY for payment to a CONTRACTOR is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**Section 20 – E-Verify, pursuant to Section 448.095, F.S.**

Section 448.095, Florida Statutes, requires CONTRACTOR to be registered and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits CONTRACTOR from entering into the Agreement unless it is in compliance therewith. Information provided by CONTRACTOR is subject to review for the most current version of the State or Federal policies at the time of the award of the Agreement.

1. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.
2. CONTRACTOR has agreed to perform in accordance with the requirements of this Section and agrees:
   a) CONTRACTOR certifies and assures COUNTY that CONTRACTOR is currently in full compliance with Section 448.095, Florida Statutes and it is registered and uses the E-Verify System to verify work authorization status of all newly hired employees and will continue to do so throughout the Term. This certification and assurance is a material term on which COUNTY relies in entering into the Agreement.
   b) COUNTY shall immediately terminate the Agreement if COUNTY has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, that is, that CONTRACTOR knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
   c) When CONTRACTOR enters into a contract with an employee, a contractor or a subcontractor, CONTRACTOR shall obtain from that contracting party ("Contracting Party") an affidavit stating that the Contracting Party does not employ, contract with, or subcontract with an unauthorized alien.
   d) CONTRACTOR shall maintain a copy of such affidavit for the duration of the Agreement and provide it to COUNTY upon request.
   e) CONTRACTOR shall immediately terminate the Contracting Party if CONTRACTOR has a good faith belief that the Contracting Party has knowingly violated Section 448.09(1), Florida Statutes, as set forth above.
   f) If COUNTY has a good faith belief that CONTRACTOR's Contracting Party has knowingly violated Section 448.09(1), Florida Statutes, but that CONTRACTOR has otherwise complied, COUNTY shall promptly order CONTRACTOR to terminate the Contracting Party. CONTRACTOR agrees that upon such an order, CONTRACTOR shall immediately terminate the Contracting Party. CONTRACTOR agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate CONTRACTOR.
   g) If COUNTY terminates the Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for a least one (1) year after the date of termination.
   h) CONTRACTOR is liable for any additional costs incurred by COUNTY as a result of a termination under this Section.
   i) Any such termination under this Section is not a breach of the Agreement and may not be considered as such.
   j) CONTRACTOR shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
   k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of the Agreement and COUNTY may treat a failure to comply as a material breach of the Agreement.

**Section 21 – Force Majeure.** Neither CONTRACTOR nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

**Section 22 – Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

**Section 23 - Scrutinized Companies, pursuant to Section 287.135, F.S.**

A. Certification.
   1. If this Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
      a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
      b. Engaged in business operations in Cuba or Syria.
   2. If this Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
      a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
      b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and CONTRACTOR meets any of the following criteria.
   1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to meet any of the following prohibitions:
      a. Submitted a false certification as provided under Section 287.135(5), F.S., or
      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
   2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to meet any of the following prohibitions:
      a. Submitted a false certification as provided under Section 287.135(5), F.S.;
      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
      c. Been engaged in business operations in Cuba or Syria.
   3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to meet any of the following conditions:
      a. Submitted a false certification as provided under Section 287.135(5), F.S.;
      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
      c. Been engaged in business operations in Cuba or Syria; or
      d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
   4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
      a. Submitted a false certification as provided under Section 287.135(5), F.S.;
      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
      c. Been engaged in business operations in Cuba or Syria.

C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
   1. Was entered into or renewed on or after July 1, 2018, and
   2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

**Section 24 – Sovereign Immunity.** Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify CONTRACTOR, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

**Section 25 – On-Going Compliance.** The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

**Section 26 – CONTRACTOR Conduct:** These Guidelines govern CONTRACTOR while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with CONTRACTOR's work or at CONTRACTOR's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that CONTRACTOR and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** CONTRACTOR and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs**: The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by CONTRACTOR or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking**: CONTRACTOR and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization**: CONTRACTOR and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance**: CONTRACTOR and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.
- **Reporting**: CONTRACTOR is required to report any matter involving a violation of these rules or any matter involving health or safety, including any altercations, to COUNTY's Procurement Services immediately.

CONTRACTOR is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, CONTRACTOR will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of CONTRACTOR's contracts with COUNTY.

**Section 27 – Authority to Obligate.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

**Section 28 – Notices.** Except as otherwise provided herein, all written communication between the parties, including all notices, shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid and if hand delivered, upon personally handing same to the party to whom the notice of other communication is addressed with signed proof of delivery. If otherwise delivered, notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. All parties certify that each has software capable of sending electronic mail read receipts to the other. Any party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. CONTRACTOR's and COUNTY's representatives and addresses for notice purposes are:

CONTRACTOR: Enviro Tree Service LLC
3202 Phils Lane, Apopka, FL 32712
CONTACT PERSON: Melinda Tankersley | 407-574-6140

COUNTY: Marion County Facilities Management
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

**A copy of all notices to COUNTY hereunder shall also be sent to:**

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If CONTRACTOR agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, CONTRACTOR may designate up to two (2) e-mail addresses: mtankersley@envirotreeservice.com and jtankersley@envirotreeservice.com. Designation signifies CONTRACTOR's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

**ATTEST:**

05/03/2022
GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

**MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA**

05/03/2022
CARL ZALAK III DATE
CHAIRMAN

**BCC APPROVED:** May 3, 2022
22Q-073 | Tree Services Contract

**FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

5/17/2022
FOR: MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

**WITNESS:**

SIGNATURE
JUSTIN GARBER
PRINTED NAME

**ENVIRO TREE SERVICE LLC**

5/3/22
BY: DATE
Melinda Tankersley
PRINTED:
MMBR
ITS: (TITLE)

**WITNESS:**

SIGNATURE
Iris Orellana
PRINTED NAME

# SCOPE OF WORK
# EXHIBIT A

**SUMMARY OF SCOPE**

Routine and emergency tree removal, routine tree trimming, cut and toss/cut and stack, stump grinding, and Certified Arborist evaluations within Marion County's properties such as McPherson Complex, Marion County Jail, Fire Houses, DRA's, Parks and other Various Marion County Facilities.

- Evaluate health and longevity of trees for determination of removal (Arborist).
- Raise tree canopy's along driveways, open fields, and throughout parking lots and haul off debris.
- Trim dead wood and shape up canopies in a uniform manner to provide symmetry.
- Grind stumps (trees Marion County removed) and rake neatly.

**DESCRIPTION**

Perform tree services on an as needed basis to Marion County owned and leased sites.

**SCOPE OF WORK**

1.1. **TRIMMING AND DISPOSAL**

All trimming shall be in compliance with federal, state and local regulations and industry standards and shall follow Marion County Pruning Guidelines which follows:

a. To remove all dead, dying, diseased, interfering, objectionable, and weak branches.
b. To remove all interior interfering branches and one of all crossed or rubbing branches where practicable so the removal thereof will not have large holes in the general form of the tree.
c. To remove one branch of all structurally weak "V" crotches occurring along the main trunk or developing within the tree crown, particularly in smaller trees. Special attention shall be given to the effect removal of such branches will have on the ultimate form of the tree.
d. To remove trunk suckers and water sprouts especially where they are present above the upper one half (1/2) of the tree.
e. To improve the appearance of the trees trimmed.
f. When removing a tree that is split, or a tree with twin trunks, chains or cables with adequate strength shall be placed tightly around the tree before commencing the back cut. At least one chain or cable shall be placed above, and as close as practical, to the back cut to prevent separation of the trunk.
g. The stumps of all removed trees will be lowered to a minimum of two inches (2") above grade. The Contractor shall treat stumps with a County approved growth inhibitor to prevent re-sprouting.
h. When swelling, bumps, depressions, or branches occur at diameter chest-height, diameter chest-height measurements shall be taken just above or below the irregularity at a point where it ceases to affect normal stem form. If a tree forks immediately above diameter chest-height, it is measured below the swell resulting from the double stem. Stems that fork below diameter chest-height shall be considered two separate trees. Diameter chest-height for all species with large buttresses or elevated root matting shall be measured just above the pronounced swelling at a point where it ceases to affect normal stem form.
i. All trees pruned will have the tree wounds painted with paint or tree wound coating approved by the County.
j. All lower branches and hanging branches shall be pruned to provide a minimum of 17 feet clearance over streets and parking areas.
k. Trim all lower branches to obtain a minimum eight-foot (8') clearance over sidewalks.
l. Cuts made on oaks will be treated with pruning paint to lessen the possible introduction of oak wilt.
m. Final tree pruning cuts shall be made outside of the Branch Bark Ridge and outside of the Branch Collar. Flush cuts shall not be made.

1.2. Attention is to be given to the eventual symmetrical appearance of the trees. Appropriate trimming shall be done in order to maintain a tree-like form typical of the species of the tree being trimmed.

1.3. All final cuts shall be made sufficiently close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily begin under normal conditions. Excessively deep flush cuts which produce large wounds or weaken the tree at the cut shall not be made. Sharp trimming tools and saws shall be kept sharpened to result in final cuts with smooth wood surface and secure bark remaining intact. All trees six inches or less in diameter shall be trimmed with hand and/or hydraulic trimming tool only.

1.4. It is necessary to precut branches that are too heavy to handle to prevent splitting or peeling the bark. To prevent tree or property damage, branches shall be lowered to the ground by proper ropes or equipment.

1.5. On trees known to be diseased, tools are to be disinfected with methyl alcohol at 70% (denatured wood alcohol diluted appropriately with water) or bleach solution after each cut and between trees where there is known to be a danger of transmitting the diseases on tools.

1.6. Equipment that will damage the bark and cambium layer should not be used on or in the tree. For example, the use of climbing spurs is not an acceptable work practice for tree trimming operations on live trees

The Contractor shall remove all tree limbs and tree debris from the site and dispose of these limbs and debris outside the grounds of Marion County property, in accordance with applicable ordinances and regulations of Marion County and The State of Florida, as appropriate.

The Contractor shall refrain from the practice of 'free falling" the trees. All trees shall be limbed out prior to the final cutting of the trunk. Headstones, lights, streets, and other manmade structures shall always be protected from the impact of falling wood by use of the tree or limb ground supports. Rope or other mechanical devices shall be used to lower all limbs of sufficient size that may cause damage to other trees or surrounding public or private property. Limbs and trunks temporarily placed in the boulevard areas shall be placed in such a manner as to eliminate any obstruction to motor vehicles and pedestrians. Brush and limbs overhanging a curb or pavement shall not be acceptable and under no circumstances shall these materials be allowed to lay on the boulevard or in park overnight. All infectious disease or parts of dead trees possibly harboring vector of infectious diseases shall be removed from the site and shall become the Contractor's responsibility to ensure destruction of the diseased or dead wood in accordance with the State statutes and local ordinances.

2. **SITE CLEAN-UP**
The Contractor shall clean up the site and remove and dispose of all debris at the end of each day's operation. Site cleanup shall include removal of sawdust, small twigs, chips, leaves, trunks, and limbs from the street and parkway with appropriate tools for the job. Aside from the stump left, the site shall be returned to the same state it existed in prior to the removal.

3. **PROTECTION OF PROPERTY**
The Contractor shall take all necessary precautions to eliminate damage to adjacent trees and shrubs, lawns, or other real or personal property. Holes made in the lawn, regardless of size, shall be filled with sandy loam soil and seeded with a turf grass lawn mix. Vegetation surrounding a tree marked for removal/trimming shall be disturbed as little as possible.

4. **PROTECTION OF OVERHEAD UTILITIES**
Removal/trimming operations may be conducted in areas where overhead electric, telephone, and cable television facilities exist. The Contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to his operation. The Contractor shall make arrangements with the utility for removal of necessary limbs, and branches which may conflict with or create a hazard in conducting the operations of this contract. If the Contractor has properly contacted the utility in sufficient time to arrange for the required work by the utility, delays encountered by the Contractor in waiting for the utility to complete its work shall not be the responsibility of the Contractor.

5. **TIME FRAME FOR PROJECT**
Projects will be on an as needed basis during the life of the contract.

6. **TREES LOCATION**
Trees to be trimmed will be identified by a Facilities Management Representative, only within Marion County and only on Marion County owned or leased sites.

7. **CERTIFIED ARBORIST**
At a minimum, the crew supervisor(s) must be a current International Society of Arboriculture (ISA) Certified Arborist. Their names and certification number(s) must be retained on file for this contract. Any changes in the status of the "certified" individual(s) during the life of this contract must be reported to the State of Florida and Marion County Facilities Management at the time of occurrence. All certification numbers will be verified through the ISA's office. Failure to have a verified arborist on site at all times shall result in termination of contract.

8. **WARRANTY**
Unless otherwise specified, the Contractor agrees that the services furnished under this contract shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this solicitation. A minimum of 1-year parts and labor warranty is on all services rendered to the county.

9. **PERFORMANCE OF WORK**
The work required under this solicitation shall be performed by the entity submitting the qualifications.

Any additions, deletions, or modifications similar in cost or material after bid award will need to be signed off by both facilities management and the successful contractor. Price for any additions, deletions, or modifications will be negotiated and agreed upon by both parties.

10. **SAFETY REQUIREMENTS/REGULATIONS**

1. The Contractor is responsible for observing all OSHA regulations and shall self-inspect to ensure this is accomplished. The Contractor shall ensure that all personnel are properly trained and shall be able to provide documentation for their personnel that have attended training courses. Examples of such training courses are: Hazard Communications, Traffic Work Zone Safety, Personal Protective Equipment, First Aid/CPR, Permit Required Confined Space, and Lock out/Tag Out of Hazardous Energy. All contractors are required to comply with OSHA Standards regardless of the number of employees they may have.

2. Should the work site be in a hazardous area, the County shall furnish the Contractor with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the Contractor in the planning of a safe worksite.

3. The Contractor shall be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA), and the Division of Safety, State of Florida, are invitees and need not have warrants or permission to enter the work site. These agencies, as well as the County Safety Officer, enter at the pleasure of the County.

4. The Contractor shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the County. All communications to the superintendent shall be as binding as if given to the Contractor.

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# EXHIBIT B
# CONSTRUCTION STANDARDS

## SECTION 1
## THE WORK

A. **PERFORM ALL WORK.**
CONTRACTOR shall perform all Work required, implied or reasonably inferable from, this Agreement.

B. **"WORK" DEFINED.**
The term "Work" shall generally mean whatever is done by or required of CONTRACTOR to perform and complete its duties under this Agreement, including the following: construction of the whole or a designated part of the Project; acquiring, recording, and furnishing of any required surety bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of CONTRACTOR, fuel, heat, light, cooling and all other utilities as required by this Agreement. Work to be performed by CONTRACTOR is generally described as being according to the plans and specifications furnished by COUNTY.

## SECTION 2
## RETAINAGE

A. **STATUTE GOVERNS.**
Retainage amounts for construction services shall be in accordance with §218.735, F.S.

B. **AMOUNT REQUIRED.**
For contracts in excess of Two Hundred Thousand Dollars ($200,000), COUNTY may retain from each progress payment made to CONTRACTOR an amount not exceeding five (5%) percent of the payment as retainage.

C. **DOES NOT APPLY IN LIMITED CIRCUMSTANCES.**
This retainage does not apply to construction services paid for, in whole or in part, with Federal funds and are subject to Federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act, Sections 218.70-218.80, F.S.

D. **WITHHELD UNTIL FINAL COMPLETION.**
Retainage shall be withheld until the Project has reached final completion and is accepted by COUNTY. Final completion is defined as having all Work completed, all punch list items corrected, and final inspection completed and accepted by COUNTY. Upon final completion, CONTRACTOR shall submit the final payment application requesting release of retainage along with Waivers of Right to Claim Against the Payment Bond (Final Payment) from all subcontractors, as defined in F.S. 713.01, who performed Work on the Project. Retainage shall not be fully released until all Waivers of Right to Claim Against the Payment Bond (Final Payment) have been submitted to COUNTY.

## SECTION 3
## PAYMENT OF THE AGREEMENT PRICE

A. **PROGRESS PAYMENTS.**
COUNTY shall pay the Agreement Price by making progress payments to CONTRACTOR as provided below.

B. **PAYMENT PROCEDURE.**
PROGRESS PAYMENTS – Based upon CONTRACTOR's Application for Payment submitted to the Architect and/or Engineer and upon Certificates for Payment subsequently issued to COUNTY by the Architect and/or Engineer, COUNTY shall make progress payments to CONTRACTOR on account of the Agreement Price.

C. **APPLICATION FOR PAYMENT.**

On or before the 25th day of each month after commencement of the Work, CONTRACTOR shall submit an Application for Payment for the period ending the last working day of the month to the Architect and/or Engineer in such form and manner, and with such supporting data and content, as COUNTY or the Architect and/or Engineer may require. Therein, CONTRACTOR may request payment for that portion of the Agreement Price properly allocable to Agreement requirements properly provided, labor, materials and equipment properly incorporated in the Work plus that portion of the Agreement Price properly allocable to materials or equipment properly stored on-site (or elsewhere if approved in advance in writing by COUNTY) for subsequent incorporation in the Work, less the total amount of previous payments received from COUNTY.

1) **CONTRACTOR'S REPRESENTATION.**

Payment for stored materials and equipment shall be conditioned upon CONTRACTOR's proof satisfactory to COUNTY, that COUNTY has title to such materials and equipment and shall include proof of required insurance. Such Application for Payment shall be signed by CONTRACTOR and shall constitute CONTRACTOR's representation that the Work has progressed to the level for which payment is requested in accordance with this Agreement, that the Work has been properly installed or performed in full accordance with this Agreement, and that CONTRACTOR knows of no reason why payment should not be made as requested, thereafter, the Architect and/or Engineer will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Agreement.

2) **PAYMENT.**

COUNTY shall make progress payments on account of the Agreement Price to CONTRACTOR in accordance with The Local Government Prompt Payment Act, §§218.70-218.80, F.S. following the Architect's and/or Engineer's receipt of each Application for Payment. The amount of each progress payment shall be the amount certified for payment by the Architect and/or Engineer less such amounts, if any, otherwise owing by CONTRACTOR to COUNTY or which COUNTY shall have the right to withhold as authorized by this Agreement. The Architect's and/or Engineer's certification of CONTRACTOR's Application for Payment shall not preclude COUNTY from the exercise of any of its rights as set forth in this Agreement.

D. ***WARRANTS TITLE.***

CONTRACTOR warrants that title to all Work covered by an Application for Payment will pass to COUNTY no later than the time of payment. CONTRACTOR further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from COUNTY shall be free and clear of liens, claims, security interest or other encumbrances in favor of CONTRACTOR or any other person or entity whatsoever.

E. **PAY SUBCONTRACTOR.**

CONTRACTOR shall promptly pay each subcontractor on account of such subcontractor's work, the amount to which such subcontractor is entitled. In the event COUNTY becomes informed that CONTRACTOR has not paid a subcontractor as herein provided, COUNTY shall have the right, but not the duty, to issue future checks in payment to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and such subcontractor as joint payees. Such joint check procedure, if employed by COUNTY, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit COUNTY to repeat the procedure in the future.

F. **NOT ACCEPTANCE OF WORK.**

No progress payment, nor any use or occupancy of the Project by COUNTY, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Agreement.

G. ***WITHHELD PAYMENT.***

1) COUNTY may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to CONTRACTOR, to protect COUNTY from loss because of:

(a.) Defective Work not remedied by CONTRACTOR nor, in the opinion of COUNTY, likely to be remedied by CONTRACTOR;

(b.) Claims of third parties against COUNTY or COUNTY's property or reasonable evidence indicating probable filing of such claims;
(c.) Failure by CONTRACTOR to pay subcontractors or others in a prompt and proper fashion;
(d.) Evidence that the Work cannot be completed in accordance with this Agreement for the unpaid balance of the Agreement Price;
(e.) Evidence that the Work will not be completed in the time required for Substantial Completion or Final Completion;
(f.) Persistent failure to carry out the Work in accordance with the Contract Documents; or
(g.) Damage to COUNTY or a third party to whom COUNTY is, or may be, liable.

2) In the event that COUNTY makes written demand upon CONTRACTOR for amounts previously paid by COUNTY, CONTRACTOR shall promptly comply with such demand.

H. **UNEXCUSED FAILURE TO PAY.**

If within ten (10) days after the date established herein for COUNTY's payment to CONTRACTOR, without cause or basis hereunder, fails to pay CONTRACTOR any amount then due and payable to CONTRACTOR, then CONTRACTOR may after seven (7) additional days written notice to COUNTY and the Architect and/or Engineer, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from COUNTY have been received. Any payment not made within ten (10) days after the date due shall bear interest at the rate of one and a half percent (1.5%) per annum.

## SECTION 4
## COUNTY

A. **WRITTEN AND TANGIBLE MATERIAL.**

COUNTY shall furnish to CONTRACTOR, at the time of executing this Agreement, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to CONTRACTOR only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, COUNTY does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefore. COUNTY shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

B. **APPROVALS; EASEMENTS.**

Excluding permits and fees normally the responsibility of CONTRACTOR, COUNTY shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

C. **COPIES OF CONTRACT DOCUMENTS.**

COUNTY shall furnish CONTRACTOR, free of charge, four (4) copies of the Contract Documents for execution of the Work. CONTRACTOR will be charged, and shall pay COUNTY, all actual costs for each additional set of the Contract Documents which it may require.

D. **RIGHT TO STOP WORK.**

If CONTRACTOR persistently fails or refuses to perform the Work in accordance with this Agreement, COUNTY may order CONTRACTOR to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or COUNTY orders that Work be resumed. In such event, CONTRACTOR shall immediately obey such order.

E. **COUNTY'S RIGHT TO PERFORM WORK.**

If CONTRACTOR's Work is stopped by COUNTY and CONTRACTOR fails within seven (7) days of such stoppage to provide adequate assurance to COUNTY that the cause of such stoppage will be eliminated or corrected, then COUNTY may, without prejudice to any other rights or remedies COUNTY may have against CONTRACTOR, proceed to carry out the subject Work. In such a situation, an appropriate Change Order, defined herein, shall be issued deducting from the Agreement Price the cost of correcting the subject deficiencies, plus compensation for the Architect's and/or Engineer's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Agreement Price is insufficient to cover the amount due COUNTY, CONTRACTOR shall promptly pay the difference to COUNTY.

F. **TIME FOR CORRECTION.**

Any defects or deficiencies in materials or workmanship that are deemed by the Architect and/or Engineer or the COUNTY as needing immediate correction shall be addressed within thirty (30) days of written notification. Failure to correct the deficiencies within thirty (30) days will result in the deduction of time against the overall Contract Time for completion.

## SECTION 5
## CONTRACTOR

A. **CONTRACTOR DUTY.**

CONTRACTOR affirms its continuing duty to perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If CONTRACTOR performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect and/or Engineer, CONTRACTOR shall bear the responsibility for such performance and shall bear the cost of correction.

B. **IN ACCORDANCE WITH THIS AGREEMENT.**

CONTRACTOR shall perform the Work strictly in accordance with this Agreement.

C. **RESPONSIBLE. FOR WORK.**

CONTRACTOR shall supervise and direct the Work using CONTRACTOR's best skill, effort and attention. CONTRACTOR shall be responsible to COUNTY for any and all acts or omissions of CONTRACTOR, its employees and others engaged in the Work on behalf of CONTRACTOR.

D. **WARRANTY.**

CONTRACTOR warrants to COUNTY that all labor furnished to progress the Work under this Agreement will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Agreement, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Agreement. All Work not conforming to these requirements may be considered defective. When not specifically identified in the bid documents, the warranty shall commence upon the date of COUNTY's issuance of final payment to CONTRACTOR and shall be for a period of one (1) year.

E. **PERMITS AND FEES.**

CONTRACTOR shall obtain and pay for all permits, fees and licenses necessary and/or ordinary for the Work. CONTRACTOR shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

## SECTION 6
## CONTRACT ADMINISTRATION
## BY ARCHITECT and/or ENGINEER

A. **REPRESENTATIVE OF COUNTY.**

The Architect and/or Engineer, unless otherwise directed by COUNTY in writing, will perform those duties and discharge those responsibilities allocated to the Architect and/or Engineer as set forth in the Contract Documents. The Architect and/or Engineer shall be COUNTY's representative from the effective date of this Agreement until a final Certificate for Payment is issued. The Architect and/or Engineer shall be authorized to act on behalf of COUNTY only to the extent provided in the Contract Documents.

B. **COMMUNICATE THROUGH ARCHITECT AND/OR ENGINEER.**

COUNTY and CONTRACTOR shall communicate with each other in the first instance through the Architect and/or Engineer.

C. **INTERPRETER; JUDGE.**

The Architect and/or Engineer shall be the initial interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by CONTRACTOR. The Architect and/or Engineer shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of CONTRACTOR.

D. **CERTIFY PAYMENT.**

The Architect and/or Engineer will review CONTRACTOR's Applications for Payment and will certify to COUNTY for payment to CONTRACTOR those amounts then due CONTRACTOR as provided in this Agreement.

E. **AUTHORITY TO REJECT WORK.**

The Architect and/or Engineer shall have authority to reject Work that is defective or does not conform to the requirements of the Contract Documents. If the Architect and/or Engineer deems it necessary or advisable, the Architect and/or Engineer shall have authority to require additional inspection or testing of the Work for compliance with requirements of the Contract Documents.

F. **APPROVE SUBMITTALS.**

The Architect and/or Engineer will review and approve, or take other appropriate action as necessary, concerning CONTRACTOR's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

G. **CHANGE ORDER; FIELD ORDER.**

The Architect and/or Engineer will prepare Change Orders, defined herein, and may authorize minor changes in the Work by Field Order, defined herein, as provided elsewhere herein.

H. **DETERMINE BENCHMARKS.**

The Architect and/or Engineer shall, upon written request from CONTRACTOR, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, will receive and forward to COUNTY for COUNTY's review and records, written warranties and related documents required by the Contract Documents and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

I. **FINAL AS TO AESTHETICS.**

The Architect's and/or Engineer's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Agreement.

J. **CLAIMS BY CONTRACTOR, NOTICE.**

All CONTRACTOR claims shall be initiated by written notice to COUNTY and the Architect and/or Engineer. Such written notice and claim must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.

K. **PROCEED; CHANGE ORDER.**

Pending final resolution of any claim of CONTRACTOR, CONTRACTOR shall diligently proceed with the Work and COUNTY shall continue to make payments to CONTRACTOR in accordance with this Agreement. The resolution of any claim under this subsection shall be reflected by a Change Order executed by COUNTY, the Architect and/or Engineer and CONTRACTOR.

L. **CLAIMS FOR CONCEALED AND UNKNOWN CONDITIONS.**

Should concealed and unknown conditions be encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in work of the character provided for in the Contract Documents, be encountered, the Agreement Price shall be equitably adjusted by Change Order upon the written notice and claim by either Party made within seven (7) days after the first observance of the condition. As a condition precedent to COUNTY having any liability to CONTRACTOR for concealed or unknown conditions, CONTRACTOR must

give COUNTY and the Architect and/or Engineer written notice and claim as provided in this subsection, and shall constitute a waiver by CONTRACTOR of any claim arising out of or relating to such concealed or unknown condition.

M. **CLAIMS FOR ADDITIONAL COST.**

If CONTRACTOR wishes to make a claim for an increase in the Agreement Price, as a condition precedent to any liability of COUNTY therefore, CONTRACTOR shall give the Architect and/or Engineer written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by CONTRACTOR before proceeding to execute any additional or changed Work. The failure by CONTRACTOR to timely give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

1) **Direct Costs.**

In connection with any claim by CONTRACTOR against COUNTY for compensation in excess of the Agreement Price, any liability of COUNTY for CONTRACTOR's cost shall be strictly limited to direct costs incurred by CONTRACTOR and shall in no event include indirect costs or consequential damages of CONTRACTOR. COUNTY shall not be liable to CONTRACTOR for claims of third parties, including Subcontractors, defined herein, unless and until liability of CONTRACTOR for claims of third parties has been established therefore in a court of competent jurisdiction.

N. **CLAIMS FOR ADDITIONAL TIME.**

If CONTRACTOR is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by COUNTY or someone acting in COUNTY's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or any causes beyond CONTRACTOR's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of CONTRACTOR to COUNTY and the Architect and/or Engineer, for such reasonable time as the Architect and/or Engineer may determine. Any notice and claim for an extension of time by CONTRACTOR shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail CONTRACTOR's basis for requiring additional time in which to complete the Project. In the event the delay to CONTRACTOR is a continuing one, only one notice and claim for additional time shall be necessary. If CONTRACTOR fails to make such claim as required in this subsection, any claim for extension of time shall be waived.

O. ***FIELD ORDERS.***

In the field, the Architect and/or Engineer shall have authority to order minor changes in the Work not involving a change in the Agreement Price or Term and not inconsistent with the intent of this Agreement. Such changes shall be affected by field order ("Field Order") and shall be binding upon CONTRACTOR. CONTRACTOR shall carry out such Field Orders promptly.

## SECTION 7
## SUBCONTRACTORS

A. ***"SUBCONTRACTOR" DEFINED.***

A Subcontractor is an entity which has a direct contract with CONTRACTOR to perform a portion of the Work.

B. **AWARD OF SUBCONTRACTORS.**

Upon execution of this Agreement, CONTRACTOR shall furnish COUNTY, in writing, the names of persons or entities proposed by CONTRACTOR to act as a Subcontractor on the Project. COUNTY shall promptly reply to CONTRACTOR, in writing, stating any objections COUNTY may have to such proposed Subcontractor. CONTRACTOR shall not subcontract with any Party to whom COUNTY has objections.

C. ***RIGHTS AGAINST SUBCONTRACTORS.***

All subcontracts shall afford CONTRACTOR rights against the Subcontractor which correspond to those rights afforded to COUNTY against CONTRACTOR herein.

## SECTION 8
## CHANGES IN THE WORK

A. **CHANGES PERMITTED.**

Changes in the Work within the general scope of this Agreement, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Agreement, by Change Order or by Field Order.

B. **"CHANGE ORDER" DEFINED.**

Change Orders shall mean a written order to CONTRACTOR executed by COUNTY and the Architect and/or Engineer, issued after execution of this Agreement, authorizing and directing a change in the Work or an adjustment in the Agreement Price or the Term, or any combination thereof. The Agreement Price and the Term may be changed only by Change Order. Changed Work cannot be started until a fully executed Change Order is on file with COUNTY; including but not limited to Change Orders that need approval of COUNTY's Board of County Commissioners.

C. **HOW CHANGES ARE DETERMINED.**

Any changes in the Agreement Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between COUNTY and CONTRACTOR as evidenced by (1) the change in the Agreement Price being set forth in the Change Order, (2) such change in the Agreement Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) CONTRACTOR's execution of the Change Order, or (b) if no mutual agreement occurs between COUNTY and CONTRACTOR, then, as provided below.

D. **ALTERNATIVELY, REASONABLE EXPENDITURES.**

If no mutual agreement occurs between COUNTY and CONTRACTOR as contemplated above, the change in the Agreement Price, if any, shall then be determined by the Architect and/or Engineer on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Agreement Price, a reasonable allowance for direct job site overhead and profit. In such case, CONTRACTOR shall present, in such form and with such content as COUNTY or the Architect and/or Engineer requires, an itemized accounting of such expenditures or savings plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery, costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from CONTRACTOR or others, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and job site field office overhead directly attributable to the change. In no event shall any expenditure or savings associated with CONTRACTOR's home office or other non-job site overhead expense be included in any change in the Agreement Price. Pending final determination of reasonable expenditures of savings to COUNTY, payments on account shall be made to CONTRACTOR on the Architect and/or Engineer's Certificate for Payment.

E. **UNIT PRICES EQUITABLY ADJUSTED.**

If unit prices are provided in this Agreement, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of changed Work proposed will cause substantial inequity to COUNTY or to CONTRACTOR, the applicable unit prices shall be equitably adjusted.

F. **CHANGE ORDER EFFECT.**

The execution of a Change Order by CONTRACTOR shall constitute conclusive evidence of CONTRACTOR's agreement to this Agreement as thus amended, the Agreement Price, Term and the changes in the Work. CONTRACTOR, by executing the Change Order, waives and forever releases any claim against COUNTY for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

G. **NOTICE; CONSENT.**

CONTRACTOR shall notify and obtain the consent and approval of CONTRACTOR's surety with reference to all Change Orders if such notice, consent or approvals are required by CONTRACTOR's surety or by law. CONTRACTOR's execution of the Change Order shall constitute CONTRACTOR's warranty to COUNTY that

the surety has been notified of and consents to have expressly consented thereto. CONTRACTOR shall provide to the COUNTY a rider to the original bond as provided by the surety.

## SECTION 9
## UNCOVERING AND CORRECTING WORK

A. **UNCOVERING WORK.**
If any of the Work is covered contrary to the Architect's and/or Engineer's request or to any provisions of this Agreement, it shall, if required by the Architect and/or Engineer or COUNTY, be uncovered for the Architect and/or Engineer's inspection and shall be properly replaced at CONTRACTOR's expense without change in the Term.

B. **CORRECT WORK.**
CONTRACTOR shall immediately proceed to correct Work rejected by the Architect and/or Engineer as defective or failing to conform to this Agreement. CONTRACTOR shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to COUNTY for the Architect's and/or Engineer's services and expenses made necessary thereby.

C. **WARRANTY.**
If within one (1) year after the date of COUNTY's issuance of final payment to CONTRACTOR any of the Work is found to be defective or not in accordance with this Agreement, CONTRACTOR shall correct it promptly upon receipt of written notice from COUNTY. This obligation shall survive final payment by COUNTY and termination of this Agreement. With respect to Work first performed and completed after Substantial Completion, this one (1) year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

D. ***NO ESTABLISHMENT OF LIMITATIONS OF TIME.***
Nothing contained in this Section shall establish any period of limitation with respect to other obligations which CONTRACTOR has under this Agreement. Establishment of the one year time period in this Section relates only to the duty of CONTRACTOR to specifically correct the Work.

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**FEE SCHEDULE**
**EXHIBIT C**

| Tree Services Hourly Rate Matrix | | | |
|---|---|---|---|
| Item # | Description | Standard Rate | Overtime Rate |
| SCHEDULE 1 - TREE TRIMMING AND PRUNNING | | | |
| 1 | Hourly Rate for Two-Person Crew Including Equipment | $200.00 | $300.00 |
| 2 | Hourly Rate for each Additional Crew Person Including Equipment | $100.00 | $150.00 |
| 3 | Daily Rate for Two-Person Crew Including Equipment | $1,600.00 | $2,400.00 |
| 4 | Daily Rate for each Additional Crew Person Including Equipment | $800.00 | $1,200.00 |
| SCHEDULE 2 - TREE REMOVAL | | | |
| 5 | Hourly Rate for Two-Person Crew Including Equipment | $200.00 | $300.00 |
| 6 | Hourly Rate for each Additional Crew Person Including Equipment | $100.00 | $150.00 |
| 7 | Daily Rate for Two-Person Crew Including Equipment | $1,600.00 | $2,400.00 |
| 8 | Daily Rate for each Additional Crew Person Including Equipment | $800.00 | $1,200.00 |
| SCHEDULE 3 - STUMP GRINDING | | | |
| 9 | Hourly Rate for Two-Person Crew Including Equipment | $200.00 | $300.00 |
| 10 | Hourly Rate for each Additional Crew Person Including Equipment | $100.00 | $150.00 |
| 11 | Daily Rate for Two-Person Crew Including Equipment | $1,600.00 | $2,400.00 |
| 12 | Daily Rate for each Additional Crew Person Including Equipment | $800.00 | $1,200.00 |
| SCHEDULE 4 - EMERGENCY TREE WORK | | | |
| 13 | Emergency Tree Work 4 hour or less response time (Regular Hours) /w 2 hour minimum | $200.00 | $300.00 (2 people) |
| 14 | Emergency Tree Work 4 hour or less response time (After hours & Weekends) /w 2 hour minimum | $300.00 | $300.00 |
| SCHEDULE 5 - CRANE | | | |
| 15 | Hourly Rate for Crane /w 3 hour minimum | $270.00 | $0.00 |
| 16 | Daily Rate for Crane | $2,160.00 | $0.00 |
| 17 | Crane Setup and delivery fees (If applicable) | $220.00 per hr | $0.00 |
| ***Note: Overtime hourly and daily billing rates are applicable to Weekends, Holidays and any Overtime (beyond 8-hour day) as directed or approved by Marion County Facilities Management.** | | | |

## AGREEMENT BETWEEN COUNTY AND CONTRACTOR

This Agreement Between County and Contractor, (this "Agreement") made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **Flyway Access, LLC d/b/a Conrad Tree Service**, located at 4400 SE 73rd St., Ocala, FL 34480, possessing FEIN# 20-8444604 (hereinafter referred to as "CONTRACTOR") under seal for the Tree Services Contract, (hereinafter referred to as the "Project"), and COUNTY and CONTRACTOR hereby agreeing as follows: **WITNESSETH:**

In consideration of the mutual covenants and promises contained herein, COUNTY and CONTRACTOR (singularly referred to as "Party," collectively "Parties") hereto agree as follows:

**Section 1 – The Contract.** The contract between COUNTY and CONTRACTOR, of which this Agreement is part, consists of the Contract Documents. This Agreement approved by the Board of County Commissioners on May 3, 2022 shall be effective on the last signature date set forth below.

**Section 2 – The Contract Documents.** The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

**Marion County #22Q-073 - Tree Services Contract, the Offer, Project Bid Scope and/or Specifications, Plans and Drawings, any/all Addenda as issued in support of this Bid, and Certificate of Insurance.**

Should any conflict arise between the Contract Documents and the Agreement, the terms of the Agreement shall govern.

**Section 3 – Entire Agreement.** The Contract Documents form the agreement between Parties for the Project and the CONTRACTOR acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only in writing. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than COUNTY and CONTRACTOR.

**Section 4 – Term.** This Agreement shall commence upon Board Approval, and execution of all parties, and shall continue for three (3) years, until May 31, 2025. Pending mutual agreement, there are two (2) annual renewal options available.

**Section 5 – Scope of Services.** CONTRACTOR shall complete the work for Project 22Q-073 to perform Tree Services on an as-needed basis on county owned property, per the Contract Documents, Exhibit A – Scope of Work hereto, Exhibit B - Construction Standards hereto, and within the Term.

**Section 6 - Compensation.** COUNTY shall make payment per Exhibit C – Fee Schedule hereto, (the "Agreement Price"), to CONTRACTOR under COUNTY's established procedure and according to the schedule set forth in Exhibit B – Construction Standards hereto. There shall be no provisions for pricing adjustments during the Term.

**Section 7 – Use of Other Contracts.** COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

**Section 8 – Assignment.** CONTRACTOR may not subcontract all or any part of this Agreement without written approval by COUNTY.

**Section 9 – Laws, Permits, and Regulations.** Prior to the performance of any Work hereunder, CONTRACTOR shall obtain and pay for all licenses and permits, as required to perform the Work. CONTRACTOR shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the services provided under this Agreement.

**Section 10 – Amendments.** This Agreement may only be amended by mutual written agreement of both Parties.

**Section 11 – Books and Records.** CONTRACTOR shall keep records of all transactions, including documentation accurately reflecting the time expended by CONTRACTOR and its personnel. COUNTY shall have a right to request

records from CONTRACTOR, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

**Section 12 – Public Records Compliance**

**A. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Public Relations | 601 SE 25th Ave, Ocala, FL 34471**
**Phone: 352-438-2300 | Fax: 352-438-2309**
**Email:** publicrelations@marionfl.org

B. CONTRACTOR shall comply with public records laws, specifically:
- Keep and maintain public records required by COUNTY to perform the Work;
- Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY; and,
- Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the Work. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon the completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If CONTRACTOR fails to provide the public records to COUNTY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY.

**Section 13 – Indemnification.** CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees, from liabilities, damages, and losses, including, but not limited to, property damage, harm or personal injury to third persons, such as death, and costs, including but not limited to reasonable attorneys' fees, which COUNTY, its officers or employees may sustain, or which may be asserted against COUNTY or its officers, or employees, arising out of the activities contemplated by the Agreement to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of the Agreement. This Section shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes.

**Section 14 – Insurance.** As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than $100,000 each accident $500,000 disease policy limit and $100,000 disease each employee must be included.
- The Contractor/Vendor, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- $1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- $2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

- In the event the Contractor/Vendor does not own vehicles, the Contractor/Vendor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Section 15 – Independent Contractor**. In the performance of this Agreement, CONTRACTOR will be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of COUNTY. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by CONTRACTOR in the full performance of this Agreement.

**Section 16 – Default/Termination**. In the event CONTRACTOR fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying CONTRACTOR in writing, specifying the nature of the default and providing CONTRACTOR with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to CONTRACTOR without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate CONTRACTOR only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to CONTRACTOR. In the event of termination of this Agreement without cause, COUNTY will compensate CONTRACTOR for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY's or other public entity's obligations under this Agreement. Should this occur, COUNTY shall have no further obligation to CONTRACTOR other than to pay for services rendered prior to termination.

**Section 17 – Damage to Property**. CONTRACTOR shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, CONTRACTOR shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

**Section 18 – Governing Law. Law, Venue, Waiver of Jury Trial, and Attorney's Fees.** This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney's fees.

**Section 19 – Termination for Loss of Funding/Cancellation for Unappropriated Funds.** The obligation of COUNTY for payment to a CONTRACTOR is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**Section 20 – E-Verify, pursuant to Section 448.095, F.S.**

Section 448.095, Florida Statutes, requires CONTRACTOR to be registered and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits CONTRACTOR from entering into the Agreement unless it is in compliance therewith. Information provided by CONTRACTOR is subject to review for the most current version of the State or Federal policies at the time of the award of the Agreement.

1. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.
2. CONTRACTOR has agreed to perform in accordance with the requirements of this Section and agrees:
   a) CONTRACTOR certifies and assures COUNTY that CONTRACTOR is currently in full compliance with Section 448.095, Florida Statutes and it is registered and uses the E-Verify System to verify work authorization status of all newly hired employees and will continue to do so throughout the Term. This certification and assurance is a material term on which COUNTY relies in entering into the Agreement.
   b) COUNTY shall immediately terminate the Agreement if COUNTY has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, that is, that CONTRACTOR knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
   c) When CONTRACTOR enters into a contract with an employee, a contractor or a subcontractor, CONTRACTOR shall obtain from that contracting party ("Contracting Party") an affidavit stating that the Contracting Party does not employ, contract with, or subcontract with an unauthorized alien.
   d) CONTRACTOR shall maintain a copy of such affidavit for the duration of the Agreement and provide it to COUNTY upon request.
   e) CONTRACTOR shall immediately terminate the Contracting Party if CONTRACTOR has a good faith belief that the Contracting Party has knowingly violated Section 448.09(1), Florida Statutes, as set forth above.
   f) If COUNTY has a good faith belief that CONTRACTOR's Contracting Party has knowingly violated Section 448.09(1), Florida Statutes, but that CONTRACTOR has otherwise complied, COUNTY shall promptly order CONTRACTOR to terminate the Contracting Party. CONTRACTOR agrees that upon such an order, CONTRACTOR shall immediately terminate the Contracting Party. CONTRACTOR agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate CONTRACTOR.
   g) If COUNTY terminates the Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for a least one (1) year after the date of termination.
   h) CONTRACTOR is liable for any additional costs incurred by COUNTY as a result of a termination under this Section.
   i) Any such termination under this Section is not a breach of the Agreement and may not be considered as such.
   j) CONTRACTOR shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
   k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of the Agreement and COUNTY may treat a failure to comply as a material breach of the Agreement.

**Section 21 – Force Majeure.** Neither CONTRACTOR nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

**Section 22 – Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

**Section 23 - Scrutinized Companies, pursuant to Section 287.135, F.S.**

A. Certification.
   1. If this Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
      a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
      b. Engaged in business operations in Cuba or Syria.
   2. If this Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
      a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
      b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and CONTRACTOR meets any of the following criteria.
   1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to meet any of the following prohibitions:
      a. Submitted a false certification as provided under Section 287.135(5), F.S., or
      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
   2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to meet any of the following prohibitions:
      a. Submitted a false certification as provided under Section 287.135(5), F.S.;
      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
      c. Been engaged in business operations in Cuba or Syria.
   3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to meet any of the following conditions:
      a. Submitted a false certification as provided under Section 287.135(5), F.S.;
      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
      c. Been engaged in business operations in Cuba or Syria; or
      d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
   4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
      a. Submitted a false certification as provided under Section 287.135(5), F.S.;
      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
      c. Been engaged in business operations in Cuba or Syria.

C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
   1. Was entered into or renewed on or after July 1, 2018, and
   2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

**Section 24 – Sovereign Immunity.** Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify CONTRACTOR, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

**Section 25 – On-Going Compliance.** The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

**Section 26 – CONTRACTOR Conduct:** These Guidelines govern CONTRACTOR while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with CONTRACTOR's work or at CONTRACTOR's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that CONTRACTOR and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** CONTRACTOR and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs**: The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by CONTRACTOR or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking**: CONTRACTOR and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization**: CONTRACTOR and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance**: CONTRACTOR and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.
- **Reporting**: CONTRACTOR is required to report any matter involving a violation of these rules or any matter involving health or safety, including any altercations, to COUNTY's Procurement Services immediately.

CONTRACTOR is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, CONTRACTOR will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of CONTRACTOR's contracts with COUNTY.

**Section 27 – Authority to Obligate.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

**Section 28 – Notices.** Except as otherwise provided herein, all written communication between the parties, including all notices, shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid and if hand delivered, upon personally handing same to the party to whom the notice of other communication is addressed with signed proof of delivery. If otherwise delivered, notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. All parties certify that each has software capable of sending electronic mail read receipts to the other. Any party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. CONTRACTOR's and COUNTY's representatives and addresses for notice purposes are:

CONTRACTOR: Flyway Access, LLC d/b/a Conrad Tree Service
4400 SE 73rd St., Ocala, FL 34480
CONTACT PERSON: Thomas Conrad | 352-867-1123

COUNTY: Marion County Facilities Management
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

**A copy of all notices to COUNTY hereunder shall also be sent to:**

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If CONTRACTOR agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, CONTRACTOR may designate up to two (2) e-mail addresses: office@conradtree.com. Designation signifies CONTRACTOR's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

**ATTEST:**

05/03/2022

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

**MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA**

05/03/2022

CARL ZALAK III DATE
CHAIRMAN

**FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

5/17/2022

FOR: MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

**BCC APPROVED:** May 3, 2022
22Q-073 | Tree Services Contract

**WITNESS:**

SIGNATURE
Elizabeth Adkins
PRINTED NAME

**FLYWAY ACCESS, LLC d/b/a CONRAD TREE SERVICE**

5/5/22

BY: DATE
Thomas Conrad
PRINTED:
Owner
ITS: (TITLE)

**WITNESS:**

SIGNATURE
Ruth Ann dell Custes
PRINTED NAME

# SCOPE OF WORK
# EXHIBIT A

**SUMMARY OF SCOPE**

Routine and emergency tree removal, routine tree trimming, cut and toss/cut and stack, stump grinding, and Certified Arborist evaluations within Marion County's properties such as McPherson Complex, Marion County Jail, Fire Houses, DRA's, Parks and other Various Marion County Facilities.

- Evaluate health and longevity of trees for determination of removal (Arborist).
- Raise tree canopy's along driveways, open fields, and throughout parking lots and haul off debris.
- Trim dead wood and shape up canopies in a uniform manner to provide symmetry.
- Grind stumps (trees Marion County removed) and rake neatly.

**DESCRIPTION**

Perform tree services on an as needed basis to Marion County owned and leased sites.

**SCOPE OF WORK**

1.1. **TRIMMING AND DISPOSAL**

All trimming shall be in compliance with federal, state and local regulations and industry standards and shall follow Marion County Pruning Guidelines which follows:

a. To remove all dead, dying, diseased, interfering, objectionable, and weak branches.
b. To remove all interior interfering branches and one of all crossed or rubbing branches where practicable so the removal thereof will not have large holes in the general form of the tree.
c. To remove one branch of all structurally weak "V" crotches occurring along the main trunk or developing within the tree crown, particularly in smaller trees. Special attention shall be given to the effect removal of such branches will have on the ultimate form of the tree.
d. To remove trunk suckers and water sprouts especially where they are present above the upper one half (1/2) of the tree.
e. To improve the appearance of the trees trimmed.
f. When removing a tree that is split, or a tree with twin trunks, chains or cables with adequate strength shall be placed tightly around the tree before commencing the back cut. At least one chain or cable shall be placed above, and as close as practical, to the back cut to prevent separation of the trunk.
g. The stumps of all removed trees will be lowered to a minimum of two inches (2") above grade. The Contractor shall treat stumps with a County approved growth inhibitor to prevent re-sprouting.
h. When swelling, bumps, depressions, or branches occur at diameter chest-height, diameter chest-height measurements shall be taken just above or below the irregularity at a point where it ceases to affect normal stem form. If a tree forks immediately above diameter chest-height, it is measured below the swell resulting from the double stem. Stems that fork below diameter chest-height shall be considered two separate trees. Diameter chest-height for all species with large buttresses or elevated root matting shall be measured just above the pronounced swelling at a point where it ceases to affect normal stem form.
i. All trees pruned will have the tree wounds painted with paint or tree wound coating approved by the County.
j. All lower branches and hanging branches shall be pruned to provide a minimum of 17 feet clearance over streets and parking areas.
k. Trim all lower branches to obtain a minimum eight-foot (8') clearance over sidewalks.
l. Cuts made on oaks will be treated with pruning paint to lessen the possible introduction of oak wilt.
m. Final tree pruning cuts shall be made outside of the Branch Bark Ridge and outside of the Branch Collar. Flush cuts shall not be made.

1.2. Attention is to be given to the eventual symmetrical appearance of the trees. Appropriate trimming shall be done in order to maintain a tree-like form typical of the species of the tree being trimmed.

1.3. All final cuts shall be made sufficiently close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily begin under normal conditions. Excessively deep flush cuts which produce large wounds or weaken the tree at the cut shall not be made. Sharp trimming tools and saws shall be kept sharpened to result in final cuts with smooth wood surface and secure bark remaining intact. All trees six inches or less in diameter shall be trimmed with hand and/or hydraulic trimming tool only.

1.4. It is necessary to precut branches that are too heavy to handle to prevent splitting or peeling the bark. To prevent tree or property damage, branches shall be lowered to the ground by proper ropes or equipment.

1.5. On trees known to be diseased, tools are to be disinfected with methyl alcohol at 70% (denatured wood alcohol diluted appropriately with water) or bleach solution after each cut and between trees where there is known to be a danger of transmitting the diseases on tools.

1.6. Equipment that will damage the bark and cambium layer should not be used on or in the tree. For example, the use of climbing spurs is not an acceptable work practice for tree trimming operations on live trees

The Contractor shall remove all tree limbs and tree debris from the site and dispose of these limbs and debris outside the grounds of Marion County property, in accordance with applicable ordinances and regulations of Marion County and The State of Florida, as appropriate.

The Contractor shall refrain from the practice of 'free falling" the trees. All trees shall be limbed out prior to the final cutting of the trunk. Headstones, lights, streets, and other manmade structures shall always be protected from the impact of falling wood by use of the tree or limb ground supports. Rope or other mechanical devices shall be used to lower all limbs of sufficient size that may cause damage to other trees or surrounding public or private property. Limbs and trunks temporarily placed in the boulevard areas shall be placed in such a manner as to eliminate any obstruction to motor vehicles and pedestrians. Brush and limbs overhanging a curb or pavement shall not be acceptable and under no circumstances shall these materials be allowed to lay on the boulevard or in park overnight. All infectious disease or parts of dead trees possibly harboring vector of infectious diseases shall be removed from the site and shall become the Contractor's responsibility to ensure destruction of the diseased or dead wood in accordance with the State statutes and local ordinances.

2. **SITE CLEAN-UP**
The Contractor shall clean up the site and remove and dispose of all debris at the end of each day's operation. Site cleanup shall include removal of sawdust, small twigs, chips, leaves, trunks, and limbs from the street and parkway with appropriate tools for the job. Aside from the stump left, the site shall be returned to the same state it existed in prior to the removal.

3. **PROTECTION OF PROPERTY**
The Contractor shall take all necessary precautions to eliminate damage to adjacent trees and shrubs, lawns, or other real or personal property. Holes made in the lawn, regardless of size, shall be filled with sandy loam soil and seeded with a turf grass lawn mix. Vegetation surrounding a tree marked for removal/trimming shall be disturbed as little as possible.

4. **PROTECTION OF OVERHEAD UTILITIES**
Removal/trimming operations may be conducted in areas where overhead electric, telephone, and cable television facilities exist. The Contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to his operation. The Contractor shall make arrangements with the utility for removal of necessary limbs, and branches which may conflict with or create a hazard in conducting the operations of this contract. If the Contractor has properly contacted the utility in sufficient time to arrange for the required work by the utility, delays encountered by the Contractor in waiting for the utility to complete its work shall not be the responsibility of the Contractor.

5. **TIME FRAME FOR PROJECT**
Projects will be on an as needed basis during the life of the contract.

6. **TREES LOCATION**
Trees to be trimmed will be identified by a Facilities Management Representative, only within Marion County and only on Marion County owned or leased sites.

7. **CERTIFIED ARBORIST**
At a minimum, the crew supervisor(s) must be a current International Society of Arboriculture (ISA) Certified Arborist. Their names and certification number(s) must be retained on file for this contract. Any changes in the status of the "certified" individual(s) during the life of this contract must be reported to the State of Florida and Marion County Facilities Management at the time of occurrence. All certification numbers will be verified through the ISA's office. Failure to have a verified arborist on site at all times shall result in termination of contract.

8. **WARRANTY**
Unless otherwise specified, the Contractor agrees that the services furnished under this contract shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this solicitation. A minimum of 1-year parts and labor warranty is on all services rendered to the county.

9. **PERFORMANCE OF WORK**
The work required under this solicitation shall be performed by the entity submitting the qualifications.

Any additions, deletions, or modifications similar in cost or material after bid award will need to be signed off by both facilities management and the successful contractor. Price for any additions, deletions, or modifications will be negotiated and agreed upon by both parties.

10. **SAFETY REQUIREMENTS/REGULATIONS**

1. The Contractor is responsible for observing all OSHA regulations and shall self-inspect to ensure this is accomplished. The Contractor shall ensure that all personnel are properly trained and shall be able to provide documentation for their personnel that have attended training courses. Examples of such training courses are: Hazard Communications, Traffic Work Zone Safety, Personal Protective Equipment, First Aid/CPR, Permit Required Confined Space, and Lock out/Tag Out of Hazardous Energy. All contractors are required to comply with OSHA Standards regardless of the number of employees they may have.

2. Should the work site be in a hazardous area, the County shall furnish the Contractor with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the Contractor in the planning of a safe worksite.

3. The Contractor shall be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA), and the Division of Safety, State of Florida, are invitees and need not have warrants or permission to enter the work site. These agencies, as well as the County Safety Officer, enter at the pleasure of the County.

4. The Contractor shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the County. All communications to the superintendent shall be as binding as if given to the Contractor.

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# EXHIBIT B
# CONSTRUCTION STANDARDS

## SECTION 1
## THE WORK

A. **PERFORM ALL WORK.**
CONTRACTOR shall perform all Work required, implied or reasonably inferable from, this Agreement.

B. **"WORK" DEFINED.**
The term "Work" shall generally mean whatever is done by or required of CONTRACTOR to perform and complete its duties under this Agreement, including the following: construction of the whole or a designated part of the Project; acquiring, recording, and furnishing of any required surety bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of CONTRACTOR, fuel, heat, light, cooling and all other utilities as required by this Agreement. Work to be performed by CONTRACTOR is generally described as being according to the plans and specifications furnished by COUNTY.

## SECTION 2
## RETAINAGE

A. **STATUTE GOVERNS.**
Retainage amounts for construction services shall be in accordance with §218.735, F.S.

B. **AMOUNT REQUIRED.**
For contracts in excess of Two Hundred Thousand Dollars ($200,000), COUNTY may retain from each progress payment made to CONTRACTOR an amount not exceeding five (5%) percent of the payment as retainage.

C. **DOES NOT APPLY IN LIMITED CIRCUMSTANCES.**
This retainage does not apply to construction services paid for, in whole or in part, with Federal funds and are subject to Federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act, Sections 218.70-218.80, F.S.

D. **WITHHELD UNTIL FINAL COMPLETION.**
Retainage shall be withheld until the Project has reached final completion and is accepted by COUNTY. Final completion is defined as having all Work completed, all punch list items corrected, and final inspection completed and accepted by COUNTY. Upon final completion, CONTRACTOR shall submit the final payment application requesting release of retainage along with Waivers of Right to Claim Against the Payment Bond (Final Payment) from all subcontractors, as defined in F.S. 713.01, who performed Work on the Project. Retainage shall not be fully released until all Waivers of Right to Claim Against the Payment Bond (Final Payment) have been submitted to COUNTY.

## SECTION 3
## PAYMENT OF THE AGREEMENT PRICE

A. **PROGRESS PAYMENTS.**
COUNTY shall pay the Agreement Price by making progress payments to CONTRACTOR as provided below.

B. **PAYMENT PROCEDURE.**
PROGRESS PAYMENTS – Based upon CONTRACTOR's Application for Payment submitted to the Architect and/or Engineer and upon Certificates for Payment subsequently issued to COUNTY by the Architect and/or Engineer, COUNTY shall make progress payments to CONTRACTOR on account of the Agreement Price.

C. **APPLICATION FOR PAYMENT.**

On or before the 25th day of each month after commencement of the Work, CONTRACTOR shall submit an Application for Payment for the period ending the last working day of the month to the Architect and/or Engineer in such form and manner, and with such supporting data and content, as COUNTY or the Architect and/or Engineer may require. Therein, CONTRACTOR may request payment for that portion of the Agreement Price properly allocable to Agreement requirements properly provided, labor, materials and equipment properly incorporated in the Work plus that portion of the Agreement Price properly allocable to materials or equipment properly stored on-site (or elsewhere if approved in advance in writing by COUNTY) for subsequent incorporation in the Work, less the total amount of previous payments received from COUNTY.

1) **CONTRACTOR'S REPRESENTATION.**

Payment for stored materials and equipment shall be conditioned upon CONTRACTOR's proof satisfactory to COUNTY, that COUNTY has title to such materials and equipment and shall include proof of required insurance. Such Application for Payment shall be signed by CONTRACTOR and shall constitute CONTRACTOR's representation that the Work has progressed to the level for which payment is requested in accordance with this Agreement, that the Work has been properly installed or performed in full accordance with this Agreement, and that CONTRACTOR knows of no reason why payment should not be made as requested, thereafter, the Architect and/or Engineer will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Agreement.

2) **PAYMENT.**

COUNTY shall make progress payments on account of the Agreement Price to CONTRACTOR in accordance with The Local Government Prompt Payment Act, §§218.70-218.80, F.S. following the Architect's and/or Engineer's receipt of each Application for Payment. The amount of each progress payment shall be the amount certified for payment by the Architect and/or Engineer less such amounts, if any, otherwise owing by CONTRACTOR to COUNTY or which COUNTY shall have the right to withhold as authorized by this Agreement. The Architect's and/or Engineer's certification of CONTRACTOR's Application for Payment shall not preclude COUNTY from the exercise of any of its rights as set forth in this Agreement.

D. **WARRANTS TITLE.**

CONTRACTOR warrants that title to all Work covered by an Application for Payment will pass to COUNTY no later than the time of payment. CONTRACTOR further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from COUNTY shall be free and clear of liens, claims, security interest or other encumbrances in favor of CONTRACTOR or any other person or entity whatsoever.

E. **PAY SUBCONTRACTOR.**

CONTRACTOR shall promptly pay each subcontractor on account of such subcontractor's work, the amount to which such subcontractor is entitled. In the event COUNTY becomes informed that CONTRACTOR has not paid a subcontractor as herein provided, COUNTY shall have the right, but not the duty, to issue future checks in payment to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and such subcontractor as joint payees. Such joint check procedure, if employed by COUNTY, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit COUNTY to repeat the procedure in the future.

F. **NOT ACCEPTANCE OF WORK.**

No progress payment, nor any use or occupancy of the Project by COUNTY, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Agreement.

G. **WITHHELD PAYMENT.**

1) COUNTY may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to CONTRACTOR, to protect COUNTY from loss because of:

(a.) Defective Work not remedied by CONTRACTOR nor, in the opinion of COUNTY, likely to be remedied by CONTRACTOR;

(b.) Claims of third parties against COUNTY or COUNTY's property or reasonable evidence indicating probable filing of such claims;
(c.) Failure by CONTRACTOR to pay subcontractors or others in a prompt and proper fashion;
(d.) Evidence that the Work cannot be completed in accordance with this Agreement for the unpaid balance of the Agreement Price;
(e.) Evidence that the Work will not be completed in the time required for Substantial Completion or Final Completion;
(f.) Persistent failure to carry out the Work in accordance with the Contract Documents; or
(g.) Damage to COUNTY or a third party to whom COUNTY is, or may be, liable.

2) In the event that COUNTY makes written demand upon CONTRACTOR for amounts previously paid by COUNTY, CONTRACTOR shall promptly comply with such demand.

H. **UNEXCUSED FAILURE TO PAY.**

If within ten (10) days after the date established herein for COUNTY's payment to CONTRACTOR, without cause or basis hereunder, fails to pay CONTRACTOR any amount then due and payable to CONTRACTOR, then CONTRACTOR may after seven (7) additional days written notice to COUNTY and the Architect and/or Engineer, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from COUNTY have been received. Any payment not made within ten (10) days after the date due shall bear interest at the rate of one and a half percent (1.5%) per annum.

## SECTION 4
## COUNTY

A. **WRITTEN AND TANGIBLE MATERIAL.**

COUNTY shall furnish to CONTRACTOR, at the time of executing this Agreement, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to CONTRACTOR only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, COUNTY does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefore. COUNTY shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

B. **APPROVALS; EASEMENTS.**

Excluding permits and fees normally the responsibility of CONTRACTOR, COUNTY shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

C. **COPIES OF CONTRACT DOCUMENTS.**

COUNTY shall furnish CONTRACTOR, free of charge, four (4) copies of the Contract Documents for execution of the Work. CONTRACTOR will be charged, and shall pay COUNTY, all actual costs for each additional set of the Contract Documents which it may require.

D. **RIGHT TO STOP WORK.**

If CONTRACTOR persistently fails or refuses to perform the Work in accordance with this Agreement, COUNTY may order CONTRACTOR to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or COUNTY orders that Work be resumed. In such event, CONTRACTOR shall immediately obey such order.

E. **COUNTY'S RIGHT TO PERFORM WORK.**

If CONTRACTOR's Work is stopped by COUNTY and CONTRACTOR fails within seven (7) days of such stoppage to provide adequate assurance to COUNTY that the cause of such stoppage will be eliminated or corrected, then COUNTY may, without prejudice to any other rights or remedies COUNTY may have against CONTRACTOR, proceed to carry out the subject Work. In such a situation, an appropriate Change Order, defined herein, shall be issued deducting from the Agreement Price the cost of correcting the subject deficiencies, plus compensation for the Architect's and/or Engineer's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Agreement Price is insufficient to cover the amount due COUNTY, CONTRACTOR shall promptly pay the difference to COUNTY.

F. **TIME FOR CORRECTION.**

Any defects or deficiencies in materials or workmanship that are deemed by the Architect and/or Engineer or the COUNTY as needing immediate correction shall be addressed within thirty (30) days of written notification. Failure to correct the deficiencies within thirty (30) days will result in the deduction of time against the overall Contract Time for completion.

## SECTION 5
## CONTRACTOR

A. **CONTRACTOR DUTY.**

CONTRACTOR affirms its continuing duty to perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If CONTRACTOR performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect and/or Engineer, CONTRACTOR shall bear the responsibility for such performance and shall bear the cost of correction.

B. **IN ACCORDANCE WITH THIS AGREEMENT.**

CONTRACTOR shall perform the Work strictly in accordance with this Agreement.

C. **RESPONSIBLE. FOR WORK.**

CONTRACTOR shall supervise and direct the Work using CONTRACTOR's best skill, effort and attention. CONTRACTOR shall be responsible to COUNTY for any and all acts or omissions of CONTRACTOR, its employees and others engaged in the Work on behalf of CONTRACTOR.

D. **WARRANTY.**

CONTRACTOR warrants to COUNTY that all labor furnished to progress the Work under this Agreement will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Agreement, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Agreement. All Work not conforming to these requirements may be considered defective. When not specifically identified in the bid documents, the warranty shall commence upon the date of COUNTY's issuance of final payment to CONTRACTOR and shall be for a period of one (1) year.

E. **PERMITS AND FEES.**

CONTRACTOR shall obtain and pay for all permits, fees and licenses necessary and/or ordinary for the Work. CONTRACTOR shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

## SECTION 6
## CONTRACT ADMINISTRATION
## BY ARCHITECT and/or ENGINEER

A. **REPRESENTATIVE OF COUNTY.**

The Architect and/or Engineer, unless otherwise directed by COUNTY in writing, will perform those duties and discharge those responsibilities allocated to the Architect and/or Engineer as set forth in the Contract Documents. The Architect and/or Engineer shall be COUNTY's representative from the effective date of this Agreement until a final Certificate for Payment is issued. The Architect and/or Engineer shall be authorized to act on behalf of COUNTY only to the extent provided in the Contract Documents.

B. **COMMUNICATE THROUGH ARCHITECT AND/OR ENGINEER.**

COUNTY and CONTRACTOR shall communicate with each other in the first instance through the Architect and/or Engineer.

C. **INTERPRETER; JUDGE.**

The Architect and/or Engineer shall be the initial interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by CONTRACTOR. The Architect and/or Engineer shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of CONTRACTOR.

D. **CERTIFY PAYMENT.**

The Architect and/or Engineer will review CONTRACTOR's Applications for Payment and will certify to COUNTY for payment to CONTRACTOR those amounts then due CONTRACTOR as provided in this Agreement.

E. **AUTHORITY TO REJECT WORK.**

The Architect and/or Engineer shall have authority to reject Work that is defective or does not conform to the requirements of the Contract Documents. If the Architect and/or Engineer deems it necessary or advisable, the Architect and/or Engineer shall have authority to require additional inspection or testing of the Work for compliance with requirements of the Contract Documents.

F. **APPROVE SUBMITTALS.**

The Architect and/or Engineer will review and approve, or take other appropriate action as necessary, concerning CONTRACTOR's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

G. **CHANGE ORDER; FIELD ORDER.**

The Architect and/or Engineer will prepare Change Orders, defined herein, and may authorize minor changes in the Work by Field Order, defined herein, as provided elsewhere herein.

H. **DETERMINE BENCHMARKS.**

The Architect and/or Engineer shall, upon written request from CONTRACTOR, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, will receive and forward to COUNTY for COUNTY's review and records, written warranties and related documents required by the Contract Documents and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

I. **FINAL AS TO AESTHETICS.**

The Architect's and/or Engineer's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Agreement.

J. **CLAIMS BY CONTRACTOR, NOTICE.**

All CONTRACTOR claims shall be initiated by written notice to COUNTY and the Architect and/or Engineer. Such written notice and claim must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.

K. ***PROCEED; CHANGE ORDER.***

Pending final resolution of any claim of CONTRACTOR, CONTRACTOR shall diligently proceed with the Work and COUNTY shall continue to make payments to CONTRACTOR in accordance with this Agreement. The resolution of any claim under this subsection shall be reflected by a Change Order executed by COUNTY, the Architect and/or Engineer and CONTRACTOR.

L. **CLAIMS FOR CONCEALED AND UNKNOWN CONDITIONS.**

Should concealed and unknown conditions be encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in work of the character provided for in the Contract Documents, be encountered, the Agreement Price shall be equitably adjusted by Change Order upon the written notice and claim by either Party made within seven (7) days after the first observance of the condition. As a condition precedent to COUNTY having any liability to CONTRACTOR for concealed or unknown conditions, CONTRACTOR must

give COUNTY and the Architect and/or Engineer written notice and claim as provided in this subsection, and shall constitute a waiver by CONTRACTOR of any claim arising out of or relating to such concealed or unknown condition.

M. **CLAIMS FOR ADDITIONAL COST.**

If CONTRACTOR wishes to make a claim for an increase in the Agreement Price, as a condition precedent to any liability of COUNTY therefore, CONTRACTOR shall give the Architect and/or Engineer written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by CONTRACTOR before proceeding to execute any additional or changed Work. The failure by CONTRACTOR to timely give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

1) **Direct Costs.**

In connection with any claim by CONTRACTOR against COUNTY for compensation in excess of the Agreement Price, any liability of COUNTY for CONTRACTOR's cost shall be strictly limited to direct costs incurred by CONTRACTOR and shall in no event include indirect costs or consequential damages of CONTRACTOR. COUNTY shall not be liable to CONTRACTOR for claims of third parties, including Subcontractors, defined herein, unless and until liability of CONTRACTOR for claims of third parties has been established therefore in a court of competent jurisdiction.

N. **CLAIMS FOR ADDITIONAL TIME.**

If CONTRACTOR is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by COUNTY or someone acting in COUNTY's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or any causes beyond CONTRACTOR's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of CONTRACTOR to COUNTY and the Architect and/or Engineer, for such reasonable time as the Architect and/or Engineer may determine. Any notice and claim for an extension of time by CONTRACTOR shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail CONTRACTOR's basis for requiring additional time in which to complete the Project. In the event the delay to CONTRACTOR is a continuing one, only one notice and claim for additional time shall be necessary. If CONTRACTOR fails to make such claim as required in this subsection, any claim for extension of time shall be waived.

O. **FIELD ORDERS.**

In the field, the Architect and/or Engineer shall have authority to order minor changes in the Work not involving a change in the Agreement Price or Term and not inconsistent with the intent of this Agreement. Such changes shall be affected by field order ("Field Order") and shall be binding upon CONTRACTOR. CONTRACTOR shall carry out such Field Orders promptly.

## SECTION 7
## SUBCONTRACTORS

A. **"SUBCONTRACTOR" DEFINED.**

A Subcontractor is an entity which has a direct contract with CONTRACTOR to perform a portion of the Work.

B. **AWARD OF SUBCONTRACTORS.**

Upon execution of this Agreement, CONTRACTOR shall furnish COUNTY, in writing, the names of persons or entities proposed by CONTRACTOR to act as a Subcontractor on the Project. COUNTY shall promptly reply to CONTRACTOR, in writing, stating any objections COUNTY may have to such proposed Subcontractor. CONTRACTOR shall not subcontract with any Party to whom COUNTY has objections.

C. **RIGHTS AGAINST SUBCONTRACTORS.**

All subcontracts shall afford CONTRACTOR rights against the Subcontractor which correspond to those rights afforded to COUNTY against CONTRACTOR herein.

## SECTION 8
## CHANGES IN THE WORK

A. **CHANGES PERMITTED.**

Changes in the Work within the general scope of this Agreement, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Agreement, by Change Order or by Field Order.

B. **"CHANGE ORDER" DEFINED.**

Change Orders shall mean a written order to CONTRACTOR executed by COUNTY and the Architect and/or Engineer, issued after execution of this Agreement, authorizing and directing a change in the Work or an adjustment in the Agreement Price or the Term, or any combination thereof. The Agreement Price and the Term may be changed only by Change Order. Changed Work cannot be started until a fully executed Change Order is on file with COUNTY; including but not limited to Change Orders that need approval of COUNTY's Board of County Commissioners.

C. ***HOW CHANGES ARE DETERMINED.***

Any changes in the Agreement Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between COUNTY and CONTRACTOR as evidenced by (1) the change in the Agreement Price being set forth in the Change Order, (2) such change in the Agreement Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) CONTRACTOR's execution of the Change Order, or (b) if no mutual agreement occurs between COUNTY and CONTRACTOR, then, as provided below.

D. **ALTERNATIVELY, *REASONABLE EXPENDITURES.***

If no mutual agreement occurs between COUNTY and CONTRACTOR as contemplated above, the change in the Agreement Price, if any, shall then be determined by the Architect and/or Engineer on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Agreement Price, a reasonable allowance for direct job site overhead and profit. In such case, CONTRACTOR shall present, in such form and with such content as COUNTY or the Architect and/or Engineer requires, an itemized accounting of such expenditures or savings plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery, costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from CONTRACTOR or others, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and job site field office overhead directly attributable to the change. In no event shall any expenditure or savings associated with CONTRACTOR's home office or other non-job site overhead expense be included in any change in the Agreement Price. Pending final determination of reasonable expenditures of savings to COUNTY, payments on account shall be made to CONTRACTOR on the Architect and/or Engineer's Certificate for Payment.

E. **UNIT PRICES EQUITABLY ADJUSTED.**

If unit prices are provided in this Agreement, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of changed Work proposed will cause substantial inequity to COUNTY or to CONTRACTOR, the applicable unit prices shall be equitably adjusted.

F. ***CHANGE ORDER EFFECT.***

The execution of a Change Order by CONTRACTOR shall constitute conclusive evidence of CONTRACTOR's agreement to this Agreement as thus amended, the Agreement Price, Term and the changes in the Work. CONTRACTOR, by executing the Change Order, waives and forever releases any claim against COUNTY for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

G. **NOTICE; CONSENT.**

CONTRACTOR shall notify and obtain the consent and approval of CONTRACTOR's surety with reference to all Change Orders if such notice, consent or approvals are required by CONTRACTOR's surety or by law. CONTRACTOR's execution of the Change Order shall constitute CONTRACTOR's warranty to COUNTY that

the surety has been notified of and consents to have expressly consented thereto. CONTRACTOR shall provide to the COUNTY a rider to the original bond as provided by the surety.

## SECTION 9
## UNCOVERING AND CORRECTING WORK

A. **UNCOVERING WORK.**
If any of the Work is covered contrary to the Architect's and/or Engineer's request or to any provisions of this Agreement, it shall, if required by the Architect and/or Engineer or COUNTY, be uncovered for the Architect and/or Engineer's inspection and shall be properly replaced at CONTRACTOR's expense without change in the Term.

B. **CORRECT WORK.**
CONTRACTOR shall immediately proceed to correct Work rejected by the Architect and/or Engineer as defective or failing to conform to this Agreement. CONTRACTOR shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to COUNTY for the Architect's and/or Engineer's services and expenses made necessary thereby.

C. **WARRANTY.**
If within one (1) year after the date of COUNTY's issuance of final payment to CONTRACTOR any of the Work is found to be defective or not in accordance with this Agreement, CONTRACTOR shall correct it promptly upon receipt of written notice from COUNTY. This obligation shall survive final payment by COUNTY and termination of this Agreement. With respect to Work first performed and completed after Substantial Completion, this one (1) year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

D. ***NO ESTABLISHMENT OF LIMITATIONS* OF TIME.**
Nothing contained in this Section shall establish any period of limitation with respect to other obligations which CONTRACTOR has under this Agreement. Establishment of the one year time period in this Section relates only to the duty of CONTRACTOR to specifically correct the Work.

**FEE SCHEDULE**
**EXHIBIT C**

| Tree Services Hourly Rate Matrix | | | |
|---|---|---|---|
| Item # | Description | Standard Rate | Overtime Rate |
| SCHEDULE 1 - TREE TRIMMING AND PRUNNING | | | |
| 1 | Hourly Rate for Two-Person Crew Including Equipment | $265.00 | $0.00 |
| 2 | Hourly Rate for each Additional Crew Person Including Equipment | $55.00 | $0.00 |
| 3 | Daily Rate for Two-Person Crew Including Equipment | $800.00 | $0.00 |
| 4 | Daily Rate for each Additional Crew Person Including Equipment | $400.00 | $0.00 |
| SCHEDULE 2 - TREE REMOVAL | | | |
| 5 | Hourly Rate for Two-Person Crew Including Equipment | $265.00 | $0.00 |
| 6 | Hourly Rate for each Additional Crew Person Including Equipment | $55.00 | $0.00 |
| 7 | Daily Rate for Two-Person Crew Including Equipment | $800.00 | $0.00 |
| 8 | Daily Rate for each Additional Crew Person Including Equipment | $400.00 | $0.00 |
| SCHEDULE 3 - STUMP GRINDING | | | |
| 9 | Hourly Rate for Two-Person Crew Including Equipment | $125.00 | $0.00 |
| 10 | Hourly Rate for each Additional Crew Person Including Equipment | $55.00 | $0.00 |
| 11 | Daily Rate for Two-Person Crew Including Equipment | $800.00 | $0.00 |
| 12 | Daily Rate for each Additional Crew Person Including Equipment | $400.00 | $0.00 |
| SCHEDULE 4 - EMERGENCY TREE WORK | | | |
| 13 | Emergency Tree Work 4 hour or less response time (Regular Hours) /w 2 hour minimum | $400.00 | $0.00 |
| 14 | Emergency Tree Work 4 hour or less response time (After hours & Weekends) /w 2 hour minimum | $400.00 | $0.00 |
| SCHEDULE 5 - CRANE | | | |
| 15 | Hourly Rate for Crane /w 3 hour minimum | $250.00 | $0.00 |
| 16 | Daily Rate for Crane | $1,600.00 | $0.00 |
| 17 | Crane Setup and delivery fees (If applicable) | $300.00 | $0.00 |
| ***Note: Overtime hourly and daily billing rates are applicable to Weekends, Holidays and any Overtime (beyond 8-hour day) as directed or approved by Marion County Facilities Management.** | | | |

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22782 **Agenda Date:** 5/5/2026 **Agenda No.:** 7.5.6.

**SUBJECT:**
**Request Approval of Contract Amendment (Renewal): 23Q-081-CA-01, Electric Motor/Pump/Blower Repair Services - CEC Motor and Utility Services, Palmetto, FL; and Electrical & Mechanical Maintenance, Inc., Bradenton, FL (Budget Impact - Neutral; estimated annual expenditure of $200,000)**

**INITIATOR:**
**Susan Olsen, Director**

**DEPARTMENT:**
**Procurement Services**

**DESCRIPTION/BACKGROUND:**
On June 6, 2023, the Board approved contracts with CEC Motor and Utility Services (CEC) and Mader Electric, Inc., now Electrical & Mechanical Maintenance, Inc. (EMMI), to provide electric motor, pump, blower diagnostics, and cleaning and repair.

Marion County Utilities recommends renewal of these contracts for the first of three (3) available annual renewals, as the vendors have performed well under this contract and have received favorable evaluations. Each renewal extends the contracts for one (1) additional year, through June 30, 2027.

The renewal with Electrical & Mechanical Maintenance Inc. also acknowledges the corporate merger from Mader Electric, Inc., with all rights and obligations assigned accordingly. All other terms and conditions of the agreements remain unchanged.

Attached for review are the draft contract amendments. Upon approval at today's meeting the agreements will be sent to CEC and EMMI for signature, and once returned will be sent to Legal, the Clerk and Chairman for signatures.

**BUDGET/IMPACT:**
Neutral; expenditure is estimated at $200,000 annually, however, this will vary based on actual need. Annual expenditures shall not exceed approved FY budgeted amounts without being brought back to the Board for approval.

**RECOMMENDED ACTION:**
Motion to approve recommendation, and upon approval by Legal, authorize Chairman and Clerk to execute contract amendments with CEC Motor Utility Services and Electrical & Mechanical Maintenance, Inc. under 23Q-081.

**Marion County**
**Board of County Commissioners**

# MODIFICATION OF AGREEMENT
# WITH MARION COUNTY ("COUNTY")

AGREEMENT NUMBER/TITLE: 23Q-081-CA-01 Electric Motor, Pump, and Blower Repair Service

MODIFICATION NUMBER: 1 MODIFICATION EFFECTIVE DATE: May 1, 2026

DESCRIPTION OF MODIFICATION:

1. This Modification to the Agreement renews the contract for one (1) year, effective May 1, 2026 and ending June 30, 2027.
2. All provisions of the Agreement not specifically modified herein shall remain in full force and effect.

**NOTE!** All provisions of the Agreement not specifically modified herein shall remain in full force and effect.

ISSUED BY: Marion County Board of County Commissioners
Procurement Services
2631 SE Third St.
Ocala, FL 34471

PCA/BUYER: MELISSA MASTERS
E-MAIL: melissa.masters@marionfl.org
PHONE: 352-671-8640

CONTRACTOR NAME: CEC Motor & Utility Services, LLC
ADDRESS: 1751 12th Street East, Palmetto FL 34221
ATTN: Shane Saputo | ssaputo@cecmotoru.com

INSTRUCTIONS: Please sign Signature Block showing acceptance of the above written modification and return thisform to Procurement Services within five (5) days after receipt. Once fully executed, a copy of this modification will be returned to you to be attached to the original agreement.

MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

_____

CARL ZALAK, III DATE
CHAIRMAN

ATTEST:

_____

GREGORY C. HARRELL DATE
MARION COUNTY CLERK OF THE COURT

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____

MATTHEW G. MINTER
MARION COUNTY ATTORNEY

COMPANY NAME:
CEC Motor & Utility Services, LLC

_____

BY: DATE

_____

PRINTED NAME

_____

ITS:

DRAFT

**Marion County**
**Board of County Commissioners**

# MODIFICATION OF AGREEMENT
# WITH MARION COUNTY ("COUNTY")

AGREEMENT NUMBER/TITLE: 23Q-081-CA-01 Electric Motor, Pump, and Blower Repair Service

MODIFICATION NUMBER: 1 MODIFICATION EFFECTIVE DATE: May 1, 2026

DESCRIPTION OF MODIFICATION:

1. This Modification to the Agreement renews the contract for one (1) year, effective May 1, 2026 and ending June 30, 2027.
2. The Parties hereby acknowledge the corporate merger from Mader Electric, Inc. to Electrical & Mechanical Maintenance Inc. (EMMI)
3.The Parties hereby acknowledge that the FEIN has been updated to 93-4787107, and that all rights, responsibilities, and obligations under this contract are now assigned to and assumed by EMMI.
4. All provisions of the Agreement not specifically modified herein shall remain in full force and effect.

**NOTE!** All provisions of the Agreement not specifically modified herein shall remain in full force and effect.

ISSUED BY: Marion County Board of County Commissioners
Procurement Services
2631 SE Third St.
Ocala, FL 34471

PCA/BUYER: MELISSA MASTERS
E-MAIL: melissa.masters@marionfl.org
PHONE: 352-671-8640

CONTRACTOR NAME: Electrical & Mechanical Maintenance Inc.
ADDRESS: 4939 Cross Bayou Boulevard, New Port Richey, FL 34652
ATTN: Paul Rademaker | prademaker@electrical-mechanical.com

INSTRUCTIONS: Please sign Signature Block showing acceptance of the above written modification and return thisform to Procurement Services within five (5) days after receipt. Once fully executed, a copy of this modification will be returned to you to be attached to the original agreement.

MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

_____

CARL ZALAK, III DATE
CHAIRMAN

ATTEST:

_____

GREGORY C. HARRELL DATE
MARION COUNTY CLERK OF THE COURT

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____

MATTHEW G. MINTER
MARION COUNTY ATTORNEY

COMPANY NAME:
Electrical & Mechanical Maintenance Inc.

_____

BY: DATE

_____

PRINTED NAME

_____

ITS:

DRAFT

# AGREEMENT BETWEEN COUNTY AND FIRM

This Agreement Between County and Firm, (this "Agreement") made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **CEC Motor & Utility Services, LLC**, located at 1751 12th St. East, Palmetto, FL 34221, possessing FEIN# 27-5084842 (hereinafter referred to as "FIRM") under seal for the Electric Motor, Pump and Blower Repair Service, (hereinafter referred to as the "Project"), and COUNTY and FIRM hereby agreeing as follows:

**WITNESSETH:**

In consideration of the mutual covenants and promises contained herein, COUNTY and FIRM (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

**Section 1 – The Contract Documents**. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hero executed by the Parties hereafter, together with the following (if any):

**Marion County Bid #23Q-081 - Electric Motor, Pump and Blower Repair Service, the Offer, Project Bid Scope and or Specifications, Plans and Drawings, any/all Addenda as issued in support of this Bid, Recorded Bonds as required, Certificate of Insurance and Notice to Proceed.**

Should any conflict arise between the contract documents and the Agreement, the terms of the Agreement shall govern.

**Section 2 – Entire Agreement.** The Contract Documents form the agreement between Parties for the Project and the FIRM acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than COUNTY and FIRM.

**Section 3 – Term**. This Agreement shall commence upon the date of the last signature below and shall be effective through June 30, 2026 ("Term"). Three (3) annual renewal options will be available upon mutual agreement and Board approval. **TIME IS OF THE ESSENCE**. All limitations of time set forth in the Contract Documents are of the essence for all performance obligations of FIRM. Work may be presumed abandoned after ninety (90) days if FIRM terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) consecutive days. All Work, defined herein, will proceed in a timely manner without delays.

**Section 4 – Scope of Services.** FIRM shall complete the Work for Project 23Q-081, more fully set forth in Exhibit A – Scope of Work hereto, as per the Contract Documents furnished by COUNTY and according to the timeframe as noted herein.

**Section 5 – Compensation.** COUNTY shall make payment to FIRM under COUNTY's established procedure, per Exhibit B - Fee Schedule hereto, and upon completion and County Acceptance of the Work (the "Agreement Price"). There shall be no provisions for pricing adjustments during the Term. FIRM agrees that if payment is made by COUNTY procurement card (p-card), charges will not be processed until goods or services are shipped, or are received by COUNTY, and in acceptable condition.

**Section 6 – Assignment.** FIRM may not subcontract all or any part of this Agreement without written approval by COUNTY.

**Section 7 – Laws, Permits, and Regulations.** Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

**Section 8 – Amendments.** This Agreement may only be amended by mutual written agreement of both Parties.

**Section 9 – Books and Records.** FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel. COUNTY shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

**Section 10 – Public Records Compliance**

**A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Public Relations | 601 SE 25th Ave, Ocala, FL 34471**

**Phone: 352-438-2300 | Fax: 352-438-2309**

**Email:** publicrelations@marionfl.org

B. FIRM shall comply with public records laws, specifically:
   - Keep and maintain public records required by COUNTY to perform the Work;
   - Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
   - Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if FIRM does not transfer the records to COUNTY; and,
   - Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of the Agreement.

**Section 11 – Indemnification.** FIRM shall indemnify and hold harmless COUNTY, its officers, employees, and agents from all suits, claims, or actions of every name and description brought against COUNTY for liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of FIRM and other persons employed or utilized by FIRM in the performance of this Agreement. This Section shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. This section shall survive the termination of the Agreement.

**Section 12 – Insurance.** As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than $100,000 each accident $500,000 disease policy limit and $100,000 disease each employee must be included.
- The FIRM, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages

which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- $1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- $2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $500,000 combined single limit each accident.

- In the event the FIRM does not own vehicles, the FIRM shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Section 13 – Independent Contractor.** In the performance of this Agreement, FIRM will be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of COUNTY. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

**Section 14 – Default/Termination.** In the event FIRM fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, COUNTY will compensate FIRM for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

**Section 15 – Damage to Property**. FIRM shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, FIRM shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

**Section 16 – Termination for Loss of Funding/Cancellation for Unappropriated Funds.** The obligation of COUNTY for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**Section 17 – Use of Other Contracts.** COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

**Section 18 – Employee Eligibility Verification.** COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Agreement unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Contract, FIRM has agreed to perform in accordance with the requirements of this subsection and agrees:

a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
b) COUNTY shall immediately terminate FIRM if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
c) If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
d) FIRM shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
e) FIRM shall immediately terminate the subcontractor if FIRM has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
f) If COUNTY has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.095, F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
g) If COUNTY terminates this Agreement with FIRM, FIRM may not be awarded a public Agreement for at least one (1) year after the date of termination.
h) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
i) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
j) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Contract.

**Section 19 – Force Majeure.** Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods, pandemics and epidemics.

**Section 20 – Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

**Section 21 – FIRM Conduct:** These Guidelines govern FIRM while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with FIRM's work or at FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs**: The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking**: FIRM and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization**: FIRM and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance**: FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

**Section 22 – Authority to Obligate.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

**Section 23 – Law, Venue, Waiver of Jury Trial, Attorney's Fees.** This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of the Agreement.

**Section 24 – Scrutinized Companies, pursuant to Section 287.135, F.S.**

A. Certification.
   1. If this Agreement is for One Million Dollars or more, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
      a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
      b. Engaged in business operations in Cuba or Syria.
   2. If this Agreement is for any amount, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
      a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
      b. Engaged in a boycott of Israel.

B. Termination. Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and FIRM meets any of the following criteria.
   1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and FIRM is found to meet any of the following prohibitions:
      a. Submitted a false certification as provided under Section 287.135(5), F.S., or
      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
   2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and FIRM is found to meet any of the following prohibitions:

a. Submitted a false certification as provided under Section 287.135(5), F.S.;
b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
c. Been engaged in business operations in Cuba or Syria.

3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and FIRM is found to meet any of the following conditions:
   a. Submitted a false certification as provided under Section 287.135(5), F.S.;
   b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
   c. Been engaged in business operations in Cuba or Syria; or
   d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
4. Was entered into or renewed on or after July 1, 2018, and FIRM is found to meet any of the following prohibitions:
   a. Submitted a false certification as provided under Section 287.135(5), F.S.;
   b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
   c. Been engaged in business operations in Cuba or Syria.

C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
   1. Was entered into or renewed on or after July 1, 2018, and
   2. FIRM is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

**Section 25 – Sovereign Immunity.** Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement. This section shall survive the termination of the Agreement.

**Section 26 – On-Going Compliance.** The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

**Section 27 – Exhibits/Attachments.** The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A – Scope of Work**
**EXHIBIT B – Fee Schedule**

**Section 28 – Notices.** The Agreement provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery. FIRM's and COUNTY's representatives and addresses for notice purposes are:

FIRM: CEC Motor & Utility Services, LLC
1751 12th St. East, Palmetto, FL 34221
CONTACT PERSON: Shane Saputo | Phone: 941-845-1030

COUNTY: Marion County Utilities
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

**A copy of all notices to COUNTY hereunder shall also be sent to:**

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If FIRM agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, FIRM may designate up to two (2) e-mail addresses: ssaputo@CECMotorU.com and JHough@CECMotorU.com. Designation signifies FIRM's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

**ATTEST:**

6/6/2023
GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

**MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA**

6/6/2023
CRAIG CURRY DATE
CHAIRMAN

**FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

p.p. 6/12/23
MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

**BCC APPROVED:** June 6, 2023
23Q-081 | Electric Motor, Pump and Blower Repair Service

**********

**WITNESS:**

SIGNATURE
SHANE Saputo
PRINTED NAME

**CEC MOTOR & UTILITY SERVICES, LLC**

6/6/23
BY: DATE
JAMES J. HOUGH
PRINTED:
C.O.O.
ITS: (TITLE)

**WITNESS:**

SIGNATURE
Larissa Maffetore
PRINTED NAME

# RFQ 23Q-081
# Electric Motor, Pump, and Blower Repair Service
# SCOPE OF WORK

1. SCOPE OF SERVICE

1.1 DESCRIPTION

1.1.1. Firm shall evaluate and/or repair a variety of electric motors, high-service pumps, and electric blowers. All assets covered by this service contract are located within Marion County, Florida.

1.2. GENERAL REQUIREMENTS

1.2.1. The awarded firm shall include in its services:
- 1.2.1.1. Free pickup and delivery.
- 1.2.1.2. Evaluation of specific item for repairability or replacement.
- 1.2.1.3. Repair estimate (utilized to obtain Purchase Order).
- 1.2.1.4. All repairs shall comply with the manufacturer's specifications.
- 1.2.1.5. On-site laser alignment of pumps and motors (upon request).
- 1.2.1.6. Warranty period of ninety (90) days on all materials and workmanship.
- 1.2.1.7. Provide an example of warranty documentation with the submittal.

1.3. SPECIFIC SCOPE OF SERVICE BY TYPE

1.3.1. ELECTRONIC MOTORS:
- 1.3.1.1. Motors shall range from 10hp – 250 hp.
- 1.3.1.2. Rewinding's or all-inclusive repairs.
- 1.3.1.3. May include (but not limited to) hollow shaft and vertical motors.

1.3.2. PUMPS:
- 1.3.2.1. May include (but is not limited to) High Service Pumps, Turbine Pumps, and Submersible Pumps, (not including any Flygt Pumps).
- 1.3.2.2. All-inclusive repairs.

1.3.3. BLOWERS
- 1.3.3.1. Shall vary in size.
- 1.3.3.2. All-inclusive repairs.

1.4. RESPONSE TIME

1.4.1. Firm shall provide a response time of no more than one (1) working day from the date a pickup is requested.

1.4.2. Firm shall provide turnaround time within ten (10) working days from the date the firm completes the pickup of the item.

1.5. BUDGET

1.5.1. The estimated annual budget is $310,000. This is an estimated annual budgetary number and shall not exceed the approved annual budget. While this is not a guarantee of work to be assigned under this contract, the figure is being provided to help the firm provide the best response based on the estimated value of the contract.

1.6. TERM

1.6.1. The length of this contract shall be three (3) years, with three additional, one (1) year renewals provided there are positive evaluations and both parties mutually accept the renewal.

FEE SCHEDULE

EXHIBIT B

| ITEM | DESCRIPTION | UNIT | RATE |
|---|---|---|---|
| | | | |
| 1.0 | ELECTRIC MOTOR | | |
| 1.01 | REPAIR LABOR RATE - AT VENDOR SHOP - ALL-INCLUSIVE | HOUR | $ 65.00 |
| 1.02 | REWINDING LABOR RATE - AT VENDOR SHOP - ALL-INCLUSIVE | HOUR | $ 65.00 |
| 2.0 | **PUMP** | | |
| 2.01 | PUMP REPAIR LABOR RATE - AT VENDOR SHOP - ALL-INCLUSIVE | HOUR | $ 65.00 |
| 3.0 | BLOWER | | |
| 3.01 | BLOWER REPAIR LABOR RATE - AT VENDOR SHOP - ALL-INCLUSIVE | HOUR | $ 65.00 |
| 4.0 | ON-SITE WORK | | |
| 4.01 | ON-SITE LASER ALIGNMENT - RATE TO INCLUDE LABOR AND EQUIPMENT | HOUR | $ 100.00 |
| 4.02 | ON-SITE TROUBLESHOOTING - RATE TO INCLUDE LABOR AND EQUIPMENT | HOUR | $ 100.00 |
| 5.0 | MATERIAL MARK-UP | | |
| 5.01 | MATERIAL MARK-UP (NON-NEGOTIABLE) | 10% | |

**Weekends, Holidays, and OT Rates outside of normal business hours, will be 1.5 times the above standard hourly**

# AGREEMENT BETWEEN COUNTY AND FIRM

This Agreement Between County and Firm, (this "Agreement") made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **Mader Electric, Inc.**, located at 6115 31st Street East, Bradenton, FL. 34203, possessing FEIN# 36-4920688 (hereinafter referred to as "FIRM") under seal for the Electric Motor, Pump and Blower Repair Service, (hereinafter referred to as the "Project"), and COUNTY and FIRM hereby agreeing as follows:

**WITNESSETH:**

In consideration of the mutual covenants and promises contained herein, COUNTY and FIRM (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

**Section 1 – The Contract Documents**. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hero executed by the Parties hereafter, together with the following (if any):

**Marion County Bid #23Q-081 - Electric Motor, Pump and Blower Repair Service, the Offer, Project Bid Scope and or Specifications, Plans and Drawings, any/all Addenda as issued in support of this Bid, Recorded Bonds as required, Certificate of Insurance and Notice to Proceed.**

Should any conflict arise between the contract documents and the Agreement, the terms of the Agreement shall govern.

**Section 2 – Entire Agreement.** The Contract Documents form the agreement between Parties for the Project and the FIRM acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than COUNTY and FIRM.

**Section 3 – Term**. This Agreement shall commence upon the date of the last signature below and shall be effective through June 30, 2026 ("Term"). Three (3) annual renewal options will be available upon mutual agreement and Board approval. **TIME IS OF THE ESSENCE**. All limitations of time set forth in the Contract Documents are of the essence for all performance obligations of FIRM. Work may be presumed abandoned after ninety (90) days if FIRM terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) consecutive days. All Work, defined herein, will proceed in a timely manner without delays.

**Section 4 – Scope of Services.** FIRM shall complete the Work for Project 23Q-081, more fully set forth in Exhibit A – Scope of Work hereto, as per the Contract Documents furnished by COUNTY and according to the timeframe as noted herein.

**Section 5 – Compensation.** COUNTY shall make payment to FIRM under COUNTY's established procedure, per Exhibit B - Fee Schedule hereto, and upon completion and County Acceptance of the Work (the "Agreement Price"). There shall be no provisions for pricing adjustments during the Term. FIRM agrees that if payment is made by COUNTY procurement card (p-card), charges will not be processed until goods or services are shipped, or are received by COUNTY, and in acceptable condition.

**Section 6 – Assignment.** FIRM may not subcontract all or any part of this Agreement without written approval by COUNTY.

**Section 7 – Laws, Permits, and Regulations.** Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

**Section 8 – Amendments.** This Agreement may only be amended by mutual written agreement of both Parties.

**Section 9 – Books and Records.** FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel. COUNTY shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

**Section 10 – Public Records Compliance**

**A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Public Relations | 601 SE 25th Ave, Ocala, FL 34471**
**Phone: 352-438-2300 | Fax: 352-438-2309**
**Email:** publicrelations@marionfl.org

B. FIRM shall comply with public records laws, specifically:
- Keep and maintain public records required by COUNTY to perform the Work;
- Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if FIRM does not transfer the records to COUNTY; and,
- Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

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**Section 11 – Indemnification.** FIRM shall indemnify and hold harmless COUNTY, its officers, employees, and agents from all suits, claims, or actions of every name and description brought against COUNTY for liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of FIRM and other persons employed or utilized by FIRM in the performance of this Agreement. This Section shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. This section shall survive the termination of the Agreement.

**Section 12 – Insurance.** As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.
- Employer's Liability limits for not less than $100,000 each accident $500,000 disease policy limit and $100,000 disease each employee must be included.
- The FIRM, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages

which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- $1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- $2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $500,000 combined single limit each accident.

- In the event the FIRM does not own vehicles, the FIRM shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Section 13 – Independent Contractor.** In the performance of this Agreement, FIRM will be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of COUNTY. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

**Section 14 – Default/Termination.** In the event FIRM fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, COUNTY will compensate FIRM for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

**Section 15 – Damage to Property**. FIRM shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, FIRM shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

**Section 16 – Termination for Loss of Funding/Cancellation for Unappropriated Funds.** The obligation of COUNTY for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**Section 17 – Use of Other Contracts.** COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

**Section 18 – Employee Eligibility Verification.** COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Agreement unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Contract, FIRM has agreed to perform in accordance with the requirements of this subsection and agrees:

a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
b) COUNTY shall immediately terminate FIRM if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
c) If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
d) FIRM shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
e) FIRM shall immediately terminate the subcontractor if FIRM has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
f) If COUNTY has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.095, F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
g) If COUNTY terminates this Agreement with FIRM, FIRM may not be awarded a public Agreement for at least one (1) year after the date of termination.
h) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
i) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
j) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Contract.

**Section 19 – Force Majeure.** Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods, pandemics and epidemics.

**Section 20 – Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

**Section 21 – FIRM Conduct:** These Guidelines govern FIRM while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with FIRM's work or at FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs**: The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking**: FIRM and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization**: FIRM and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance**: FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

**Section 22 – Authority to Obligate.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

**Section 23 – Law, Venue, Waiver of Jury Trial, Attorney's Fees.** This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of the Agreement.

**Section 24 – Scrutinized Companies, pursuant to Section 287.135, F.S.**

A. Certification.
   1. If this Agreement is for One Million Dollars or more, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
      a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
      b. Engaged in business operations in Cuba or Syria.
   2. If this Agreement is for any amount, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
      a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
      b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and FIRM meets any of the following criteria.
   1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and FIRM is found to meet any of the following prohibitions:
      a. Submitted a false certification as provided under Section 287.135(5), F.S., or
      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
   2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and FIRM is found to meet any of the following prohibitions:

a. Submitted a false certification as provided under Section 287.135(5), F.S.;
b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
c. Been engaged in business operations in Cuba or Syria.

3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and FIRM is found to meet any of the following conditions:
   a. Submitted a false certification as provided under Section 287.135(5), F.S.;
   b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
   c. Been engaged in business operations in Cuba or Syria; or
   d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
4. Was entered into or renewed on or after July 1, 2018, and FIRM is found to meet any of the following prohibitions:
   a. Submitted a false certification as provided under Section 287.135(5), F.S.;
   b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
   c. Been engaged in business operations in Cuba or Syria.

C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
   1. Was entered into or renewed on or after July 1, 2018, and
   2. FIRM is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

**Section 25 – Sovereign Immunity.** Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement. This section shall survive the termination of the Agreement.

**Section 26 – On-Going Compliance.** The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

**Section 27 – Exhibits/Attachments.** The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A – Scope of Work**
**EXHIBIT B – Fee Schedule**

**Section 28 – Notices.** The Agreement provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery. FIRM's and COUNTY's representatives and addresses for notice purposes are:

FIRM: Mader Electric, Inc.
6115 31st Street East, Bradenton, FL. 34203
CONTACT PERSON: Paul Rademaker | Phone: 941-351-5858

COUNTY: Marion County Utilities
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

**A copy of all notices to COUNTY hereunder shall also be sent to:**

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If FIRM agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, FIRM may designate up to two (2) e-mail addresses: prademaker@maderelectricinc.com and knj@maderelectricinc.com. Designation signifies FIRM's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

**ATTEST:**

6/6/2023
GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

**MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA**

6/6/2023
CRAIG CURRY DATE
CHAIRMAN

**FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

p.p. 6/12/23
MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

**BCC APPROVED:** June 6, 2023
23Q-081 | Electric Motor, Pump and Blower Repair Service

**********

**WITNESS:**

SIGNATURE
Chuggy Lowery
PRINTED NAME

**WITNESS:**

SIGNATURE
SOFIA ZAMPERIA
PRINTED NAME

**MADER ELECTRIC, INC.**

6-7-23
BY: DATE
PAUL RADEMAKER
PRINTED:
Vice President
ITS: (TITLE)

# RFQ 23Q-081
# Electric Motor, Pump, and Blower Repair Service
# SCOPE OF WORK

1. SCOPE OF SERVICE

1.1 DESCRIPTION

1.1.1. Firm shall evaluate and/or repair a variety of electric motors, high-service pumps, and electric blowers. All assets covered by this service contract are located within Marion County, Florida.

1.2. GENERAL REQUIREMENTS

1.2.1. The awarded firm shall include in its services:
- 1.2.1.1. Free pickup and delivery.
- 1.2.1.2. Evaluation of specific item for repairability or replacement.
- 1.2.1.3. Repair estimate (utilized to obtain Purchase Order).
- 1.2.1.4. All repairs shall comply with the manufacturer's specifications.
- 1.2.1.5. On-site laser alignment of pumps and motors (upon request).
- 1.2.1.6. Warranty period of ninety (90) days on all materials and workmanship.
- 1.2.1.7. Provide an example of warranty documentation with the submittal.

1.3. SPECIFIC SCOPE OF SERVICE BY TYPE

1.3.1. ELECTRONIC MOTORS:
- 1.3.1.1. Motors shall range from 10hp – 250 hp.
- 1.3.1.2. Rewinding's or all-inclusive repairs.
- 1.3.1.3. May include (but not limited to) hollow shaft and vertical motors.

1.3.2. PUMPS:
- 1.3.2.1. May include (but is not limited to) High Service Pumps, Turbine Pumps, and Submersible Pumps, (not including any Flygt Pumps).
- 1.3.2.2. All-inclusive repairs.

1.3.3. BLOWERS
- 1.3.3.1. Shall vary in size.
- 1.3.3.2. All-inclusive repairs.

1.4. RESPONSE TIME

1.4.1. Firm shall provide a response time of no more than one (1) working day from the date a pickup is requested.

1.4.2. Firm shall provide turnaround time within ten (10) working days from the date the firm completes the pickup of the item.

1.5. BUDGET

1.5.1. The estimated annual budget is $310,000. This is an estimated annual budgetary number and shall not exceed the approved annual budget. While this is not a guarantee of work to be assigned under this contract, the figure is being provided to help the firm provide the best response based on the estimated value of the contract.

1.6. TERM

1.6.1. The length of this contract shall be three (3) years, with three additional, one (1) year renewals provided there are positive evaluations and both parties mutually accept the renewal.

FEE SCHEDULE

EXHIBIT B

| ITEM | DESCRIPTION | UNIT | RATE |
|---|---|---|---|
| | | | |
| 1.0 | ELECTRIC MOTOR | | |
| 1.01 | REPAIR LABOR RATE - AT VENDOR SHOP - ALL-INCLUSIVE | HOUR | $ 70.00 |
| 1.02 | REWINDING LABOR RATE - AT VENDOR SHOP - ALL-INCLUSIVE | HOUR | $ 70.00 |
| 2.0 | PUMP | | |
| 2.01 | PUMP REPAIR LABOR RATE - AT VENDOR SHOP - ALL-INCLUSIVE | HOUR | $ 70.00 |
| 3.0 | BLOWER | | |
| 3.01 | BLOWER REPAIR LABOR RATE - AT VENDOR SHOP - ALL-INCLUSIVE | HOUR | $ 70.00 |
| 4.0 | ON-SITE WORK | | |
| 4.01 | ON-SITE LASER ALIGNMENT - RATE TO INCLUDE LABOR AND EQUIPMENT | HOUR | $ 100.00 |
| 4.02 | ON-SITE TROUBLESHOOTING - RATE TO INCLUDE LABOR AND EQUIPMENT | HOUR | $ 100.00 |
| 5.0 | MATERIAL MARK-UP | | |
| 5.01 | MATERIAL MARK-UP (NON-NEGOTIABLE) | 10% | |

**Weekends, Holidays, and OT Rates outside of normal business hours, will be 1.5 times the above standard hourly**

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22681 **Agenda Date:** 5/5/2026 **Agenda No.:** 7.5.7.

**SUBJECT:**
**Request Approval of Contract Amendment (Renewal): 24B-227-CA-01 - Active Wear for Fire Rescue Personnel - Empire Printing LLC, Springfield, MO (Budget Impact - Neutral; Estimated Annual Expenditure of $75,000)**

**INITIATOR:**
**Susan Olsen, Director**

**DEPARTMENT:**
**Procurement Services**

**DESCRIPTION/BACKGROUND:**
On May 7, 2024, the Board approved a contract with Empire Printing LLC to provide embroidered and silk-screened active wear for Fire Rescue personnel. Products include T-shirts, sweatshirts, hats, and related items.

Following a favorable vendor performance review, Marion County Fire Rescue recommends approval of the first of three (3) available renewal options, extending the contract through April 30, 2027.

This amendment also revises the Fee Schedule (Exhibit B) to include additional items: Sport-Tek PosiCharge Competitor Long Sleeve and Short Sleeve shirts, Sport-Tek PosiCharge Competitor Pocketed Shorts, and a Dark Heather 50/50 Blend Zip-Up Hoodie.

Attached for review is a draft of the contract amendment. Upon approval at today's meeting, the amendment will be forwarded to the vendor for execution. Once returned, it will be routed to the County Attorney, Clerk, and Chairman for final signatures.

**BUDGET/IMPACT:**
Neutral; estimated annual expenditure of $75,000. Funds are available in EF300522-552107 - $45,000 (Fire Rescue, Clothing and Wearing Apparel Fund), and in AA305526-552107 - $30,000 (EMS, Clothing and Wearing Apparel Fund).

**RECOMMENDED ACTION:**
Motion to approve recommendation, authorize staff to issue the contract amendment, and, upon legal approval, authorize the Chairman to execute the agreement with Empire Printing LLC under Contract 24B-227.

**Marion County**
**Board of County Commissioners**

# MODIFICATION OF AGREEMENT
# WITH MARION COUNTY ("COUNTY")

AGREEMENT NUMBER/TITLE: 24B-227-CA-01 Active Wear for Fire Personnel

MODIFICATION NUMBER: 1 MODIFICATION EFFECTIVE DATE: April 1, 2026

DESCRIPTION OF MODIFICATION:

1. This Modification to the Agreement renews the contract for one (1) year, effective May 1, 2026 and ending April 30, 2027.
2. This Modification replaces "FEE SCHEDULE EXHIBIT B" in it's entirety, to add Sport-Tek PosiCharge Competitor Long Sleeve and Short Sleeve (Items 45 & 46), Sport-Tek PosiCharge Competitor Pocketed Short (Item 49), and Dark Heather 50/50 Blend Zip Up Hoodie (Item 57).

**NOTE!** All provisions of the Agreement not specifically modified herein shall remain in full force and effect.

ISSUED BY: Marion County Board of County Commissioners
Procurement Services
2631 SE Third St.
Ocala, FL 34471

PCA/BUYER: MELISSA MASTERS
E-MAIL: melissa.masters@marionfl.org
PHONE: 352-671-8640

CONTRACTOR NAME: Empire Printing LLC
ADDRESS: 1860 E St. Louis St Springfield, MO 65802
ATTN: Joshua Marler | joshua@empireprinting.com

INSTRUCTIONS: Please sign Signature Block showing acceptance of the above written modification and return thisform to Procurement Services within five (5) days after receipt. Once fully executed, a copy of this modification will be returned to you to be attached to the original agreement.

MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

CARL ZALAK, III DATE
CHAIRMAN

ATTEST:

GREGORY C. HARRELL DATE
MARION COUNTY CLERK OF THE COURT

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

MATTHEW G. MINTER
MARION COUNTY ATTORNEY

COMPANY NAME:
Empire Printing LLC

BY: DATE

PRINTED NAME

ITS:

DRAFT

**FEE SCHEDULE EXHIBIT B - (Rev. 04/2026)**

| ITEM # | | |
|---|---|---|
| **1** | **S/S NAVY w/ RED,WHITE, & NAVY LETTERING (Normal Duty Shirt)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $6.62 |
| | MED | $6.62 |
| | LARGE | $6.62 |
| | X-LARGE | $6.62 |
| | 2X-LARGE | $8.62 |
| | 3X-LARGE | $9.62 |
| | 4X-LARGE | $10.62 |
| **2** | **L/S NAVY w/ RED,WHITE, & NAVY LETTERING (Normal Duty Shirt)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $9.83 |
| | MED | $9.83 |
| | LARGE | $9.83 |
| | X-LARGE | $9.83 |
| | 2X-LARGE | $11.83 |
| | 3X-LARGE | $12.83 |
| | 4X-LARGE | $13.83 |
| **3** | **S/S WHITE w/ RED, WHITE, & NAVY LETTERING (Normal Duty Shirt) "Chief"** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $6.36 |
| | MED | $6.36 |
| | LARGE | $6.36 |
| | X-LARGE | $6.36 |
| | 2X-LARGE | $8.36 |
| | 3X-LARGE | $9.36 |
| **4** | **L/S WHITE w/ RED,WHITE, & NAVY LETTERING (Normal Duty Shirt) "Chief"** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | 9.57 |
| | MED | 9.57 |
| | LARGE | 9.57 |
| | X-LARGE | 9.57 |
| | 2X-LARGE | 11.57 |
| | 3X-LARGE | 12.57 |
| **5** | **S/S WHITE w/ RED & NAVY LETTERING (no LOGO on back) (Normal Duty Shirt) "Chief"** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $5.32 |
| | MED | $5.32 |
| | LARGE | $5.32 |
| | X-LARGE | $5.32 |
| | 2X-LARGE | $7.32 |
| | 3X-LARGE | $8.32 |
| **6** | **S/S GREY w/ RED, WHITE, & NAVY LETTERING (Normal Duty Shirt) "Officer"** | **BASE** |

DRAFT

| | SIZE | UNIT PRICE |
|---|---|---|
| | SMALL | $5.32 |
| | MED | $5.32 |
| | LARGE | $5.32 |
| | X-LARGE | $5.32 |
| | 2X-LARGE | $7.32 |
| | 3X-LARGE | $8.32 |
| | 4X-LARGE | $9.32 |
| | 5X-LARGE | $10.32 |
| **7** | **L/S GREY w/ RED,WHITE, & NAVY LETTERING (Normal Duty Shirt) "Officer"** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $9.83 |
| | MED | $9.83 |
| | LARGE | $9.83 |
| | X-LARGE | $9.83 |
| | 2X-LARGE | $11.83 |
| | 3X-LARGE | $12.83 |
| | 4X-LARGE | $13.83 |
| | 5X-LARGE | $14.83 |
| **8** | **S/S CHARCOAL GREY w/ WHITE LETTERING (INSTRUCTOR)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $7.14 |
| | MED | $7.14 |
| | LARGE | $7.14 |
| | X-LARGE | $7.14 |
| | 2X-LARGE | $9.14 |
| | 3X-LARGE | $10.14 |
| **9** | **L/S CHARCOAL GREY w/ WHITE LETTERING (INSTRUCTOR)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $10.36 |
| | MED | $10.36 |
| | LARGE | $10.36 |
| | X-LARGE | $10.36 |
| | 2X-LARGE | $12.36 |
| | 3X-LARGE | $13.36 |
| **10** | **S/S SPORT GREY w/ WHITE LETTERING (NEW HIRE ORIENTATION)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $6.10 |
| | MED | $6.10 |
| | LARGE | $6.10 |
| | X-LARGE | $6.10 |
| | 2X-LARGE | $8.10 |
| **11** | **S/S NAVY w/ WHITE LETTERING (NEW HIRE COMPLETION)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $7.40 |
| | MED | $7.40 |
| | LARGE | $7.40 |
| | X-LARGE | $7.40 |
| | 2X-LARGE | $9.40 |
| **12** | **S/S SPORT GREY w/ BLUE LETTERING (TECH RESCUE)** | **BASE** |

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| | SIZE | UNIT PRICE |
|---|---|---|
| | MEDIUM | $7.66 |
| | LARGE | $7.66 |
| | X-LARGE | $7.66 |
| | 2X-LARGE | $9.66 |
| | 3X-LARGE | $10.66 |
| **13** | **L/S SPORT GREY w/ BLUE LETTERING (TECH RESCUE)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | MEDIUM | $11.39 |
| | LARGE | $11.39 |
| | X-LARGE | $11.39 |
| | 2X-LARGE | $13.39 |
| | 3X-LARGE | $14.39 |
| **14** | **S/S SPORT GREY w/ BLUE LETTERING (HAZ-MAT)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | MEDIUM | $7.66 |
| | LARGE | $7.66 |
| | X-LARGE | $7.66 |
| | 2X-LARGE | $9.66 |
| | 3X-LARGE | $10.66 |
| **15** | **L/S SPORT GREY w/ BLUE LETTERING (HAZ-MAT)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | MEDIUM | $10.87 |
| | LARGE | $10.87 |
| | X-LARGE | $10.87 |
| | 2X-LARGE | $12.87 |
| | 3X-LARGE | $13.87 |
| **16** | **L/S SPORT GREY w/ BLUE LETTERING (SWAT MEDIC)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | MEDIUM | $10.87 |
| | LARGE | $10.87 |
| | X-LARGE | $10.87 |
| | 2X-LARGE | $12.87 |
| | 3X-LARGE | $13.87 |
| **17** | **L/S SPORT GREY w/ BLUE LETTERING (SWAT MEDIC)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | MEDIUM | $10.87 |
| | LARGE | $10.87 |
| | X-LARGE | $10.87 |
| | 2X-LARGE | $12.87 |
| | 3X-LARGE | $13.87 |
| **18** | **S/S ASH GREY w/ BLUE LETTERING (TASK FORCE 8)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $6.88 |
| | MEDIUM | $6.88 |
| | LARGE | $6.88 |
| | X-LARGE | $6.88 |
| | 2X-LARGE | $8.88 |
| | 3X-LARGE | $9.88 |

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| 19 | L/S ASH GREY w/ BLUE LETTERING (TASK FORCE 8) | BASE |
|---|---|---|
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $10.61 |
| | MEDIUM | $10.61 |
| | LARGE | $10.61 |
| | X-LARGE | $10.61 |
| | 2X-LARGE | $12.61 |
| | 3X-LARGE | $13.61 |
| **20** | **S/S CHARCOAL GREY w/ RED,WHITE, & NAVY LETTERING (LOGISTICS)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $6.62 |
| | MEDIUM | $6.62 |
| | LARGE | $6.62 |
| | X-LARGE | $6.62 |
| | 2X-LARGE | $8.62 |
| | 3X-LARGE | $9.62 |
| | 4X-LARGE | $10.62 |
| | 2X-LARGE TALL | $9.62 |
| | 3X-LARGE TALL | $10.62 |
| | 4X-LARGE TALL | $11.62 |
| **21** | **L/S CHARCOAL GREY w/ RED,WHITE, & NAVY LETTERING (LOGISTICS)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $9.83 |
| | MEDIUM | $9.83 |
| | LARGE | $9.83 |
| | X-LARGE | $9.83 |
| | 2X-LARGE | $11.83 |
| | 3X-LARGE | $12.83 |
| | 4X-LARGE | $13.83 |
| | 2X-LARGE TALL | $12.83 |
| | 3X-LARGE TALL | $13.83 |
| | 4X-LARGE TALL | $14.83 |
| **22** | **S/S SPORT GREY w/ BLUE LETTERING (CAREER ACADEMY)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $5.06 |
| | MEDIUM | $5.06 |
| | LARGE | $5.06 |
| | X-LARGE | $5.06 |
| **23** | **S/S RED w/ WHITE LETTERING (EXPLORER)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $5.06 |
| | MED | $5.06 |
| | LARGE | $5.06 |
| | X-LARGE | $5.06 |
| **24** | **S/S ASH GREY w/ RED & BLACK LETTERING (EGH)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $7.14 |
| | MED | $7.14 |
| | LARGE | $7.14 |
| | X-LARGE | $7.14 |

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| | | |
|---|---|---|
| | 2X-LARGE | $9.14 |
| **25** | **S/S BLACK w/ RED, BLACK & WHITE LETTERING (EGH)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $7.14 |
| | MED | $7.14 |
| | LARGE | $7.14 |
| | X-LARGE | $7.14 |
| | 2X-LARGE | $9.14 |
| **26** | **L/S RED w/ WHITE & BLACK LETTERING (EGH)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $10.36 |
| | MED | $10.36 |
| | LARGE | $10.36 |
| | X-LARGE | $10.36 |
| | 2X-LARGE | $12.36 |
| **27** | **L/S RED w/ WHITE LETTERING (FUTURE FIREFIGHTER)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $9.83 |
| | MED | $9.83 |
| | LARGE | $9.83 |
| | X-LARGE | $9.83 |
| | 2X-LARGE | $11.83 |
| **28** | **L/S RED w/ WHITE LETTERING (MENTOR)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $9.83 |
| | MED | $9.83 |
| | LARGE | $9.83 |
| | X-LARGE | $9.83 |
| | 2X-LARGE | $11.83 |
| **29** | **L/S CHARCOAL GREY w/ WHITE LETTERING (FIRE INVESTIGATOR)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | MED | $9.83 |
| | LARGE | $9.83 |
| | X-LARGE | $9.83 |
| | 2X-LARGE | $11.83 |
| | 3X-LARGE TALL | $13.83 |
| **30** | **S/S NAVY w/ RED,WHITE, & NAVY LETTERING (CHAPLAIN - put CHAPLAIN in place of FIRE RESCUE on back)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | MED | $6.36 |
| | LARGE | $6.36 |
| | X-LARGE | $6.36 |
| | 2X-LARGE | $8.36 |
| | 3X-LARGE | $9.36 |
| **31** | **L/S NAVY w/ RED,WHITE, & NAVY LETTERING (CHAPLAIN - put CHAPLAIN in place of FIRE RESCUE on back)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | MED | $9.57 |
| | LARGE | $9.57 |
| | X-LARGE | $9.57 |

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| | | |
|---|---|---|
| | 2X-LARGE | $11.57 |
| | 3X-LARGE | $12.57 |
| **32** | **S/S WHITE w/ RED,WHITE, & NAVY LETTERING (CHAPLAIN - put CHAPLAIN in place of FIRE RESCUE on back)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | MED | $6.36 |
| | LARGE | $6.36 |
| | X-LARGE | $6.36 |
| | 2X-LARGE | $8.36 |
| | 3X-LARGE | $9.36 |
| **33** | **L/S WHITE w/ RED,WHITE, & NAVY LETTERING (CHAPLAIN - put CHAPLAIN in place of FIRE RESCUE on back)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | MED | $9.57 |
| | LARGE | $9.57 |
| | X-LARGE | $9.57 |
| | 2X-LARGE | $11.57 |
| | 3X-LARGE | $12.57 |
| **34** | **S/S MILITARY GREEN w/ BLACK LETTERING (SWAT MEDIC)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | MED | $5.06 |
| | LARGE | $5.06 |
| | X-LARGE | $5.06 |
| | 2X-LARGE | $7.06 |
| | 3X-LARGE | $8.06 |
| **35** | **L/S MILITARY GREEN w/ BLACK LETTERING (SWAT MEDIC)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | MED | $9.05 |
| | LARGE | $9.05 |
| | X-LARGE | $9.05 |
| | 2X-LARGE | $11.05 |
| | 3X-LARGE | $12.05 |
| **36** | **S/S MILITARY GREEN w/ BLACK LETTERING (VETERANS DAY - VETERANS)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $5.84 |
| | MED | $5.84 |
| | LARGE | $5.84 |
| | X-LARGE | $5.84 |
| | 2X-LARGE | $7.84 |
| | 3X-LARGE | $8.84 |
| | 4X-LARGE | $9.84 |
| | 5X-LARGE | $10.84 |
| **37** | **S/S MILITARY GREEN w/ BLACK LETTERING (VETERANS DAY - ALL EMPLOYEES)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $5.84 |
| | MED | $5.84 |
| | LARGE | $5.84 |
| | X-LARGE | $5.84 |
| | 2X-LARGE | $7.84 |
| | 3X-LARGE | $8.84 |
| | 4X-LARGE | $9.84 |
| | 5X-LARGE | $10.84 |

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| TEE SHIRTS - Dry Fit, 3.8-ounce, 100% polyester | | |
|---|---|---|
| **38** | **S/S TRUE NAVY COMPETITOR TEE SPORT-TEK ST350 OR APPROVED EQUAL (with Name & Title on right chest)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $8.52 |
| | MEDIUM | $8.52 |
| | LARGE | $8.52 |
| | X-LARGE | $8.52 |
| | 2X-LARGE | $10.52 |
| **39** | **L/S TRUE NAVY COMPETITOR TEE SPORT-TEK ST350LS OR APPROVED EQUAL (with Name & Title on right chest)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $10.23 |
| | MEDIUM | $10.23 |
| | LARGE | $10.23 |
| | X-LARGE | $10.23 |
| | 2X-LARGE | $12.23 |
| **40** | **S/S IRON GREY COMPETITOR TEE SPORT-TEK ST350 OR APPROVED EQUAL (INSTRUCTOR)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $8.78 |
| | MEDIUM | $8.78 |
| | LARGE | $8.78 |
| | X-LARGE | $8.78 |
| | 2X-LARGE | $10.78 |
| **41** | **L/S IRON GREY COMPETITOR TEE SPORT-TEK ST350LS OR APPROVED EQUAL (INSTRUCTOR)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $10.23 |
| | MEDIUM | $10.23 |
| | LARGE | $10.23 |
| | X-LARGE | $10.23 |
| | 2X-LARGE | $12.23 |
| **42** | **S/S IRON GREY COMPETITOR TEE SPORT-TEK ST350 OR APPROVED EQUAL (PFT)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $8.52 |
| | MEDIUM | $8.52 |
| | LARGE | $8.52 |
| | X-LARGE | $8.52 |
| | 2X-LARGE | $10.52 |
| **43** | **L/S IRON GREY COMPETITOR TEE SPORT-TEK ST350LS OR APPROVED EQUAL (PFT)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $10.23 |
| | MEDIUM | $10.23 |
| | LARGE | $10.23 |
| | X-LARGE | $10.23 |
| | 2X-LARGE | $12.23 |
| **44** | **L/S IRON GREY COMPETITOR TEE SPORT-TEK ST350LS OR APPROVED EQUAL (LOGISTICS)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $9.45 |
| | MEDIUM | $9.45 |
| | LARGE | $9.45 |

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| | | |
|---|---|---|
| | X-LARGE | $9.45 |
| | 2X-LARGE | $11.45 |
| | 3X-LARGE | $12.45 |
| **45** | **S/S TRUE RED COMPETITOR TEE SPORT-TEK POSICHARGE ST350 OR APPROVED EQUAL (LOGISTICS)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $8.94 |
| | MEDIUM | $8.94 |
| | LARGE | $8.94 |
| | X-LARGE | $8.94 |
| | 2X-LARGE | $10.94 |
| | 3X-LARGE | $11.94 |
| **46** | **L/S TRUE RED COMPETITOR TEE SPORT-TEK POSICHARGE ST350LS OR APPROVED EQUAL (LOGISTICS)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $10.43 |
| | MEDIUM | $10.43 |
| | LARGE | $10.43 |
| | X-LARGE | $10.43 |
| | 2X-LARGE | $12.43 |
| | 3X-LARGE | $13.43 |
| | **SHORTS** | |
| **46** | **NAVY w/ WHITE LETTERING (w/pockets) 100% COTTON** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $9.46 |
| | MEDIUM | $9.46 |
| | LARGE | $9.46 |
| | X-LARGE | $9.46 |
| | 2X-LARGE | $11.46 |
| | 3X-LARGE | $12.46 |
| | 4X-LARGE | $13.46 |
| **47** | **NAVY w/ WHITE LETTERING (w/pockets) 100% COTTON (SOFFE Men's Classic Cotton Pocket Short )** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $11.80 |
| | MEDIUM | $11.80 |
| | LARGE | $11.80 |
| | X-LARGE | $11.80 |
| | 2X-LARGE | $13.80 |
| | 3X-LARGE | $14.80 |
| | 4X-LARGE | $15.80 |
| **48** | **BLACK w/ WHITE, RED, & BLACK LOGO (w/pockets) "Dry Fit" - 100% POLYESTER (7 inch inseam) (EGH)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $7.37 |
| | MEDIUM | $7.37 |
| | LARGE | $7.37 |
| | X-LARGE | $7.37 |
| | 2X-LARGE | $9.37 |
| | 3X-LARGE | $10.37 |
| **49** | **TRUE NAVY SPORT-TEK POSICHARGE COMPETITOR 7" INSEAM (w/pockets)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $10.05 |
| | MEDIUM | $10.05 |

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| | | |
|---|---|---|
| | LARGE | $10.05 |
| | X-LARGE | $10.05 |
| | 2X-LARGE | $12.05 |
| | 3X-LARGE | $13.05 |
| **SWEATSHIRTS - 7.8 - 8oz., 50/50 cotton/polyester fleece** | | |
| **50** | **GREY w/ BLUE LETTERING (CAREER ACADEMY)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $11.15 |
| | MEDIUM | $11.15 |
| | LARGE | $11.15 |
| | X-LARGE | $11.15 |
| | 2X-LARGE | $13.15 |
| **51** | **NAVY w/ RED,WHITE, & NAVY LETTERING SWEATSHIRT (no hood) (Normal Duty Sweatshirt)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $12.71 |
| | MEDIUM | $12.71 |
| | LARGE | $12.71 |
| | X-LARGE | $12.71 |
| | 2X-LARGE | $14.71 |
| | 3X-LARGE | $15.71 |
| | 4X-LARGE | $16.71 |
| **52** | **NAVY w/ RED,WHITE, & NAVY LETTERING HOODED PULLOVER SWEATSHIRT (Normal Duty Sweatshirt)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $15.41 |
| | MEDIUM | $15.41 |
| | LARGE | $15.41 |
| | X-LARGE | $15.41 |
| | 2X-LARGE | $17.41 |
| | 3X-LARGE | $18.41 |
| | 4X-LARGE | $19.41 |
| **53** | **BLACK w/ RED LETTERING ZIP UP HOODED SWEATSHIRT (LOGISTICS)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $20.00 |
| | MEDIUM | $20.00 |
| | LARGE | $20.00 |
| | X-LARGE | $20.00 |
| | 2X-LARGE | $22.00 |
| | 3X-LARGE | $23.00 |
| | 4X-LARGE | $24.00 |
| **54** | **DARK HEATHER w/WHITE & ORANGE LETTERING ZIP UP HOODED SWEATSHIRT (PFT)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $21.56 |
| | MED | $21.56 |
| | LARGE | $21.56 |
| | X-LARGE | $21.56 |
| | 2X-LARGE | $23.56 |
| | 3X-LARGE | $24.56 |
| **55** | **DARK HEATHER w/WHITE & ORANGE LETTERING HOODED PULLOVER SWEATSHIRT (ignore zipper in picture) (PFT)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $16.19 |

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| | | |
|---|---|---|
| | MED | $16.19 |
| | LARGE | $16.19 |
| | X-LARGE | $16.19 |
| | 2X-LARGE | $18.19 |
| | 3X-LARGE | $19.19 |
| **56** | **DARK HEATHER w/WHITE & RED LETTERING ZIP UP HOODED SWEATSHIRT (TRAINING)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $21.30 |
| | MED | $21.30 |
| | LARGE | $21.30 |
| | X-LARGE | $21.30 |
| | 2X-LARGE | $23.30 |
| | 3X-LARGE | $24.30 |
| **57** | **DARK HEATHER w/WHITE & RED LETTERING ZIP UP 50/50 BLEND HOODED SWEATSHIRT (TRAINING)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $21.56 |
| | MED | $21.56 |
| | LARGE | $21.56 |
| | X-LARGE | $21.56 |
| | 2X-LARGE | $23.56 |
| | 3X-LARGE | $24.56 |
| **58** | **DARK HEATHER w/WHITE & RED LETTERING HOODED PULLOVER SWEATSHIRT (TRAINING)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $15.93 |
| | MED | $15.93 |
| | LARGE | $15.93 |
| | X-LARGE | $15.93 |
| | 2X-LARGE | $17.93 |
| | 3X-LARGE | $18.93 |
| **59** | **MILITARY TAN w/BLACK LETTERING HOODED PULLOVER SWEATSHIRT (SWAT MEDIC)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $13.85 |
| | MED | $13.85 |
| | LARGE | $13.85 |
| | X-LARGE | $13.85 |
| | 2X-LARGE | $15.85 |
| | 3X-LARGE | $16.85 |
| **60** | **NAVY w/WHITE LETTERING HOODED PULLOVER SWEATSHIRT (TASK FORCE 8)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $15.15 |
| | MED | $15.15 |
| | LARGE | $15.15 |
| | X-LARGE | $15.15 |
| | 2X-LARGE | $17.15 |
| | 3X-LARGE | $18.15 |
| **SWEATPANTS - 8oz., 50/50 cotton/polyester fleece** | | |
| **61** | **NAVY w/ WHITE LETTERING** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $14.93 |
| | MEDIUM | $14.93 |

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| | | |
|---|---|---|
| | LARGE | $14.93 |
| | X-LARGE | $14.93 |
| | 2X-LARGE | $16.93 |
| | 3X-LARGE | $17.93 |
| | 4X-LARGE | $18.93 |
| **62** | **BLACK w/ WHITE LETTERING (PFT)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $15.19 |
| | MEDIUM | $15.19 |
| | LARGE | $15.19 |
| | X-LARGE | $15.19 |
| | 2X-LARGE | $17.19 |
| | 3X-LARGE | $18.19 |
| **BALLCAPS - 97/3 Polyester/Spandex, Moisture Wicking, M2 Technology** | | |
| **63** | **NAVY w/ WHITE EMBROIDERY (Pacific Headwear)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | YOUTH | $13.68 |
| | SM-MED | $13.68 |
| | LG-XLG | $13.68 |
| **64** | **NAVY w/ WHITE EMBROIDERY (Pacific Headwear) (RECRUIT)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SM/MED | $13.68 |
| | LG-XLG | $13.68 |
| **65** | **NAVY w/ WHITE EMBROIDERY (Ladies Version with Marion County Fire Rescue logo)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | Adjustable | $10.10 |

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## AGREEMENT BETWEEN COUNTY AND SUPPLIER

This Agreement Between County and Supplier, (this "Agreement") made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **Empire Printing LLC**, located at 1860 E St Louis Street, Springfield, MO 65802, possessing FEIN# 27-3187479 (hereinafter referred to as "SUPPLIER") under seal for the Active Wear for Fire Personnel, (hereinafter referred to as the "Project"), and COUNTY and SUPPLIER hereby agreeing as follows:

**WITNESSETH:**

In consideration of the mutual covenants and promises contained herein, COUNTY and SUPPLIER (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

**Section 1 – The Contract.** The contract between COUNTY and SUPPLIER, of which this Agreement is part, consists of the Contract Documents. This Agreement approved by the Board of County Commissioners on May 7, 2024 shall be effective on the last signature date set forth below.

**Section 2 – The Contract Documents**. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

**Marion County Solicitation #24B-227 - Active Wear for Fire Personnel, the Offer, Solicitation Scope and/or Specifications, Plans and/or Drawings, any/all Addenda as issued in support of this Solicitation, Recorded Bonds as required, Certificate of Insurance and Notice to Proceed.**

Should any conflict arise between the Contract Documents and the Agreement, the terms of the Agreement shall govern.

**Section 3 – Entire Agreement.** The Contract Documents form the agreement between Parties for the Project, and the SUPPLIER acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only in writing. The Contract Documents shall not be construed to create a contractual relationship of any kind between any person or entities other than COUNTY and SUPPLIER.

**Section 4 – Term.** This Agreement shall be effective upon the date of the last signature below and shall continue through April 30, 2026 (the "Term") with three (3) one-year renewal options available. All Work will proceed in a timely manner without delays.

**Section 5 – Scope of Services.** SUPPLIER shall complete the Work for Project 24B-227 –Active Wear for Fire Personnel, more fully set forth on Exhibit A – Scope of Work hereto , as per the Contract Documents and specifications furnished by COUNTY and according to the timeframe as noted herein.

**Section 6 – Compensation.** COUNTY shall make payment to SUPPLIER under COUNTY's established procedure, and according to Exhibit B – Fee Schedule hereto, (the "Agreement Price"). There shall be no provisions for pricing adjustments during the Term. SUPPLIER agrees that if payment is made by COUNTY procurement card (p-card), charges will not be processed until goods or services are shipped, or are received by COUNTY, to in acceptable condition.

**Section 7 – Assignment.** SUPPLIER may not transfer, assign or subcontract all or any part of this Agreement without written approval by COUNTY.

**Section 8 – Laws, Permits, and Regulations.** Prior to the performance of any Work hereunder, SUPPLIER shall obtain and pay for all licenses and permits, as required to perform the Work. SUPPLIER shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

**Section 9 – Amendments.** This Agreement may only be amended by mutual written agreement of both Parties.

**Section 10 –Books and Records.** SUPPLIER shall keep records of all transactions. COUNTY shall have a right to request records from SUPPLIER, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

**Section 11 – Public Records Compliance**

**A. IF SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Public Relations | 601 SE 25th Ave, Ocala, FL 34471**

**Phone: 352-438-2300 | Fax: 352-438-2309**

**Email:** publicrelations@marionfl.org

B. SUPPLIER shall comply with public records laws, specifically:
   - Keep and maintain public records required by COUNTY to perform the Work;
   - Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
   - Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if SUPPLIER does not transfer the records to COUNTY; and,
   - Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of SUPPLIER or keep and maintain public records required by COUNTY to perform the Work. If SUPPLIER transfers all public records to COUNTY upon completion of this Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon the completion of this Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If SUPPLIER fails to provide the public records to COUNTY within a reasonable time, SUPPLIER may be subject to penalties under Section 119.10, Florida Statutes, and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of the Agreement.

**Section 12 – Indemnification.** SUPPLIER shall indemnify and hold harmless COUNTY, its officers, employees and agents from all suits, claims, or actions of every name and description brought against COUNTY based on personal injury, bodily injury (including death) or property damages received or claimed to be received or sustained by any person or persons to the extent caused by any negligent act or omission of SUPPLIER or its employees, officers, or agents in performing the services set forth herein. This section shall survive the termination of the Agreement.

**Section 13 – Insurance.** As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. SUPPLIER shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than $100,000 each accident $500,000 disease policy limit and $100,000 disease each employee must be included.
- The Supplier/Vendor, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- $1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- $2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $500,000 combined single limit each accident.

- In the event the Supplier/Vendor does not own vehicles, the Supplier/Vendor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Section 14 – Independent Contractor.** In the performance of this Agreement, SUPPLIER will be acting in the capacity of an "Independent Supplier" and not as an agent, employee, partner, joint venture, or associate of COUNTY. SUPPLIER shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by SUPPLIER in the full performance of this Agreement.

**Section 15 – Default/Termination.** In the event SUPPLIER fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying SUPPLIER in writing, specifying the nature of the default and providing SUPPLIER with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to SUPPLIER without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible for compensation to SUPPLIER only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to SUPPLIER. In the event of termination of this Agreement without cause, COUNTY will compensate SUPPLIER for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to SUPPLIER, other than to pay for services rendered prior to termination.

**Section 16 – Damage to Property**. SUPPLIER shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, SUPPLIER shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

**Section 17 – Termination for Loss of Funding/Cancellation for Unappropriated Funds.** The obligation of COUNTY for payment to SUPPLIER is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**Section 18 – Use of Other Contracts.** COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

**Section 19 – Employee Eligibility Verification.** COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Section 448.095, F.S., requires SUPPLIER to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits SUPPLIER from entering into this Contract unless it is in compliance therewith. Information provided by SUPPLIER is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Agreement, SUPPLIER has agreed to perform in accordance with the requirements of this subsection and agrees:

a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
b) COUNTY shall immediately terminate SUPPLIER if COUNTY has a good faith belief that SUPPLIER has knowingly violated Section 448.09(1), F.S., that is, that SUPPLIER knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
c) If SUPPLIER enters into a contract with a subcontractor, SUPPLIER shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
d) SUPPLIER shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
e) SUPPLIER shall immediately terminate the subcontractor if SUPPLIER has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
f) If COUNTY has a good faith belief that SUPPLIER's subcontractor has knowingly violated Section 448.095, F.S., but that SUPPLIER has otherwise complied, COUNTY shall promptly order SUPPLIER to terminate the subcontractor. SUPPLIER agrees that upon such an order, SUPPLIER shall immediately terminate the subcontractor. SUPPLIER agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate SUPPLIER.
g) If COUNTY terminates this Agreement with SUPPLIER, SUPPLIER may not be awarded a public contract for at least one (1) year after the date of termination.
h) SUPPLIER is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
i) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
j) SUPPLIER shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

**Section 20 – Force Majeure.** Neither SUPPLIER nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes, severe floods, epidemics and pandemics.

**Section 21 – Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such

agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

**Section 22 – SUPPLIER Conduct.** These Guidelines govern SUPPLIER doing work on COUNTY property, as well as SUPPLIER's employees, agents, consultants, and others on COUNTY property in connection with the SUPPLIER's work or at the SUPPLIER's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that SUPPLIER and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** SUPPLIER and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by SUPPLIER or its employee is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking**: SUPPLIER and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization**: SUPPLIER and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance**: SUPPLIER and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

**Section 23 – Authority to Obligate.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

**Section 24 – Law, Venue, Waiver of Jury Trial, Attorney's Fees.** This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of the Agreement.

**Section 25 - Scrutinized Companies, pursuant to Section 287.135, F.S.**

A. Certification.
   1. If this Agreement is for One Million Dollars or more, SUPPLIER certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, SUPPLIER was not then and is not now:
      a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
      b. Engaged in business operations in Cuba or Syria.
   2. If this Agreement is for any amount, SUPPLIER certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, SUPPLIER was not then and is not now:
      a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
      b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and SUPPLIER meets any of the following criteria.
   1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and SUPPLIER is found to meet any of the following prohibitions:
      a. Submitted a false certification as provided under Section 287.135(5), F.S., or
      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.

2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and SUPPLIER is found to meet any of the following prohibitions:
   a. Submitted a false certification as provided under Section 287.135(5), F.S.;
   b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
   c. Been engaged in business operations in Cuba or Syria.
3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and SUPPLIER is found to meet any of the following conditions:
   a. Submitted a false certification as provided under Section 287.135(5), F.S.;
   b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
   c. Been engaged in business operations in Cuba or Syria; or
   d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
   a. Submitted a false certification as provided under Section 287.135(5), F.S.;
   b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
   c. Been engaged in business operations in Cuba or Syria.

C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
   1. Was entered into or renewed on or after July 1, 2018, and
   2. SUPPLIER is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

**Section 26 – Sovereign Immunity.** Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify SUPPLIER, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

**Section 27 – On-Going Compliance.** The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

**Section 28 – Exhibits/Attachments.** The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A – SCOPE OF WORK**
**EXHIBIT B – FEE SCHEDULE**

**Section 29 – Notices.** The Agreement provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery. SUPPLIER's and COUNTY's representatives and addresses for notice purposes are:

SUPPLIER: Empire Printing LLC
1860 E St Louis Street, Springfield, MO 65802
CONTACT PERSON: Joshua Marler | Phone: 417-865-2475

COUNTY: Marion County Fire Rescue
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

**A copy of all notices to COUNTY hereunder shall also be sent to:**

Procurement Services Director

Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If SUPPLIER agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, SUPPLIER may designate up to two (2) e-mail addresses: bids@empireprinting.com and Joshua@empireprinting.com. Designation signifies SUPPLIER's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

**ATTEST:**

5/7/2024
GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

**MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA**

5/7/2024
MICHELLE STONE DATE
CHAIRMAN

**FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

For: 5/8/24
MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

**BCC APPROVED:** May 7, 2024
24B-227| Active Wear for Fire Personnel

**********

**WITNESS:**

SIGNATURE
Jamie Thao
PRINTED NAME

**EMPIRE PRINTING LLC**

5-7-24
BY: DATE
Joshua Marler
PRINTED:
Bids Manager
ITS: (TITLE)

**WITNESS:**

SIGNATURE
Kendra DiSaver
PRINTED NAME

## SCOPE OF WORK

## Exhibit A

### PURPOSE/INTENT

Marion County Fire Rescue (MCFR) requests for the purchase of active wear items such as T-shirts, sweatpants, sweatshirts, and hats, etc. and related items for fire personnel. All the furnished garments shall require embroidery/silk screening (names, titles, logos, etc.) therefore, each supplier shall be required to provide this service. It is the intent of the County to award to the low supplier, however, the County retains the right to award to multiple suppliers if it is in the best interest of the County.

### ESTIMATED QUANTITIES

Every effort has been made to adequately approximate the number of items to be purchased as the estimated quantities are based on historical data. This is not a guaranteed minimum or maximum and the County reserves the right to add or reduce the amount as needed.

### SIMILAR BRAND REQUEST

Suppliers shall submit request for County's acceptance and/or approval of a similar brand(s)/changes/etc. to listed approved brands, in writing, and prior to questions deadline – request shall include a sample for comparison. Requests which do not provide sample shall not be considered. If the County does not authorize a change prior to solicitation closing via addendum, the Terms and Conditions, and Specifications stand; and counterproposal on Terms and Conditions, or Specifications will be rejected, as will the quote.

### REQUIRED COLORS

The required colors listed on the quote form are the preferred colors for each item. Additional colors may be purchased as available. When all colors available are not the same cost, the vendor must so state. IF the supplier chooses a manufacturer whereas not all required colors are available, this information must be clearly identified on the price item.

### QUALITY

All garments, as applicable, shall meet or exceed industry standards for fabric thread count, tensile/tear strength, and piling. Additionally, the finish garment shall meet or exceed industry standard for washing, shrinkage, stitching, and fit/sizing. All garments shall have permanently affixed labels, which include size, fabric content and care instructions. The above are considered to be minimum requirements are not mean to be all-inclusive. NO IRREGULAR CUTS OR SECONDS WILL BE ALLOWED.

### PRICING

Supplier shall provide pricing for all items, using as many suppliers as necessary to complete the quote form. Items left blank or noted as unavailable may deem the offer non-responsive. All unit

prices shall include screen printing, embroidery, and shipping/delivery. No additional charges for these services will be accepted unless otherwise noted in this scope of work.

**DELIVERY**

Delivery shall be made to MCFR Central Logistics: 981 NE 16th St, Bldg. 2, Ocala, FL 34470, during regular business hours 8:00 AM – 4:00 PM Monday – Friday, excluding County holidays.

**PACKAGING/SHIPPING LABELS**

Shipping labels shall be attached to each carton and shall contain the following information: Purchase Order number, Item number, items description, quantity contained in each package, and total number of items being delivered; NOTE: Contractor shall be required to provide Marion County with contact names, phone numbers and fax number and be available at all times during normal working hours to answer questions as needed regarding order prior to and after issuance of purchase orders from requesting department/division.

The following is the minimum required scope of work /services /specifications:

**MINIMUM ACTIVEWEAR SPECIFICATIONS:**

**TEE-SHIRTS*:**

- No pocket; short and long sleeve, material wash and wear, shrink resistant, color retention fabric 50/50 cotton/polyester jersey or 60/40 cotton/polyester jersey blend.
  *Fabric Weight:* 5.6 oz
- No pocket, material wash and wear,
  *Fabric Weight:* 6.1 oz
- Dry fit, short and long sleeve, 100% polyester, Current Approved Brand Sport-Tek Model ST350 or ST350LS or equivalent as approved by MCFR prior to purchase.
  *Fabric Weight:* 3.8 oz

  *Screen Printing Color(s):* white, black, royal blue or dark blue, yellow, red, orange, gold, green.

  *Style:* Short and Long Sleeve

  *Sizes:* Small – 5 XL with Long sizes available in larger sizes, please specify cost difference of tall sizes.

  *Color(s) for 100% Cotton, 50/50 cotton/polyester jersey or 60/40 cotton/polyester jersey blend:*

  - Sport Grey: Gildan Brand or equivalent approved color by MCFR logistics for New Hire Orientation, Career Academy, Hazmat, Tech Rescue, Swat Medic, Officer, Normal Duty
  - Charcoal Grey: Port & Co. Brand or equivalent approved color by MCFR logistics for Training Instructors, Logistics, Fire Marshal, Fire Investigator
  - Ash Grey: Gildan Brand or equivalent approved color by MCFR logistics for TF8, EGH

- Navy: Gildan Brand or equivalent approved color by MCFR logistics for Line Personnel, Chaplain, Normal Duty, New Hire
- White: Gildan Brand or equivalent approved color by MCFR logistics for Officers, Chaplain, Normal Duty
- Red: Gildan Brand or equivalent approved color by MCFR logistics for Explorers, EGH, Explorer, Cadet, Mentor
- Black: Gildan Brand or equivalent approved color by MCFR logistics for EGH
- Military Green: Gildan Brand, Tultex or equivalent approved color by MCFR logistics for Swat Medic, Veterans Day – Vets, Veterans Day – All Employees

*Color(s) for 100% polyester:*

- Iron Grey: Sport-Tek or equivalent approved color by MCFR logistics for PFT Training Officers, Instructors, PFT, Logistics
- True Navy: Sport-Tek or equivalent approved color by MCFR logistics for Instructors, Training Staff

Department logo or emblem shall be sized, colored and silk screen imprinted on the left front of the tee shirt in accordance with the Department's request when ordering. When applicable, silk screen lettering/artwork shall be imprinted on the back of tee shirt and/or arm sleeve in accordance with the Department's request when ordering.

**SHORTS**:

Department/Division logo or emblem shall be sized, colored and silk screen imprinted on the left leg of shorts. 3 ½" high by 3 ½" wide. With pockets

*Color:* Dark Blue (Navy) - Russell Brand (25843M) or equivalent approved color by MCFR logistics

*Material:* Wash and wear 100% Cotton

*Fabric Weight:* 7oz

*Silkscreen Color(s):* white

*Style:* Elastic waistband with drawstring or similar

*Side Pockets*

*Sizes*: Small - 4 XL

*Color:* Dark Blue (Navy) - Soffee (49068) or equivalent approved color by MCFR logistics

*Material:* Wash and wear 100% Cotton

*Fabric Weight:* 7oz

*Silkscreen Color(s):* white

*Style:* Elastic waistband with drawstring or similar

*Side Pockets*

*Inseam:* 8" (L)

*Sizes*: Small - 4 XL

Moisture Management Technology

*Color:* Black – A4 (N5065) or equivalent approved color by MCFR logistics

*Material:* Dry Fit - 100% Polyester *Fabric Weight:* Not Specified

*Silkscreen Color(s)*: white *Style:* Elastic waistband with drawstring or similar

*Side Pockets* *Inseam:* 7-8" (L)

*Sizes:* Small - 3 XL

*Brand Equivalent*:* County accepted/approved Similar Brand. (Supplier shall submit request for County's acceptance and/or approval of similar brand(s) in writing and prior to questions deadline – request shall include a sample for comparison. Requests which do not provide sample shall not be considered.)

**SWEATSHIRTS:**

Department/Division logo or emblem shall be sized, colored and silk screen imprinted on the front left side of sweatshirt. Department/Division name shall be silk screen imprinted on the back of sweatshirt.

*Color:* Dark Blue (Navy), Ash Grey - Gildan Brand or equivalent approved color by MCFR logistics

*Style:* Crew style. Pull over with rib knit neck, cuffs and bottom. Set-in sleeves, no hoods; no Pockets.

*Material:* Wash and wear fabric blend of 50/50 cotton/polyester fleece *Fabric Weight:* 7.8 - 8oz

*Silkscreen Color(s):* white, black or dark blue *Sizes:* Small - 5XL

*Brand Equivalent*:* County accepted/approved Similar Brand. (Supplier shall submit request for County's acceptance and/or approval of similar brand(s) in writing and prior to questions deadline – request shall include a sample for comparison. Requests which do not provide sample shall not be considered.)

**ZIP UP HOODED SWEATSHIRT:**

Department/Division logo or emblem shall be sized, colored and silk screen imprinted approx. 3 ½" high by 3 ½" wide on the left chest PFT or other writing on the right chest. Training or other writing printed on the sleeves.

*Color(s):* Black and Dark Heather - Gildan G186 Heavy Blend 8oz 50/50 Full Zip Hood or equivalent approved color by MCFR logistics

*Material:* Wash and wear, 50/50 cotton/polyester fleece *Fabric Weight*: 8oz

*Silkscreen Color(s):* White, Orange,

*Style:* Elastic waistband with drawstring; open bottom with pockets.

*Sizes:* Small - 5XL

*Brand Equivalent*:* County accepted/approved Similar Brand. (Supplier shall submit request for County's acceptance and/or approval of similar brand(s) in writing and prior to questions deadline – request shall include a sample for comparison. Requests which do not provide sample shall not be considered.)

**HOODED PULLOVER SWEATSHIRT WITH FRONT POUCH POCKET:**

Department/Division logo or emblem shall be sized, colored and silk screen imprinted approx. 3 ½" high by 3 ½" wide on the left chest PFT or other writing on the right chest. Training or other writing printed on the sleeves.

*Color(s):* Military Tan and Blue - Gildan G186 Heavy Blend 8oz 50/50 Pullover with Hood or equivalent approved color by MCFR logistics

*Material:* Wash and wear, 50/50 cotton/polyester fleece *Fabric Weight*: 8oz

*Silkscreen Color(s):* Black, White,

*Style:* Elastic waistband, drawstring; with front pocket.

*Sizes:* Small - 4XL

**SWEATPANTS:**

Department/Division logo or emblem shall be sized, colored and silk screen imprinted on left leg of the sweatpants.

*Color(s):* Dark Blue (Navy), Black - Gildan G183 Heavy Blend Open Bottom with Pockets.

*Material:* Wash and wear, 50/50 cotton/polyester fleece *Fabric Weight:* 8oz

*Silkscreen Color(s):* white *Sizes:* Small - 5XL

*Style:* Elastic waistband with drawstring; open bottom with pockets.

*Brand Equivalent*:* County accepted/approved Similar Brand. (Supplier shall submit request for County's acceptance and/or approval of similar brand(s) in writing and prior to questions deadline – request shall include a sample for comparison. Requests which do not provide sample shall not be considered.)

**BASEBALL CAPS*:**

Shall be embroidered with Department/Division name in white

*Material:* 97/3 Polyester/Spandex, Moisture Wicking, M2 Technology

*Color:* Dark Blue (Navy), Black (Honor Guard)

*Sizes:* Youth, Small-Medium, Large-XL *Style:* Pacific Pro Series #498F, 2.5" brim

*Brand*:* Pacific Pro (498F) or County accepted/ approved Similar Brand. (Supplier shall submit Request for County's acceptance and/or approval of similar brand(s) in writing and prior to questions deadline – request shall include a sample for comparison. Requests which do not provide sample shall not be considered.)

**LADIES BASEBALL CAPS:**

Shall be embroidered with Department/Division name in white.

*Brand*:* TOPTIE Criss Cross Ponytail Mesh Baseball Cap or County accepted/ approved Similar Brand. (Supplier shall submit Request for County's acceptance and/or approval of similar brand(s) in writing and prior to questions deadline – request shall include a sample for comparison. Requests which do not provide sample shall not be considered.)

**SCREEN Printing:**

Tee-shirts

Sweatshirts regular, full zip hooded, and pullover hooded

Sweatpants

Shorts

**EMBROIDERY:**

**Hats – MCFR Department (Marion County Fire Rescue)** shall be embroidered with department name on front of cap.

**SCREEN PRINTING & EMBROIDERY SERVICES:**

****DISCLAIMER**** *Marion County Board of County Commissioners is currently utilizing logos shown on Quote Form. It is not a guarantee they will ever be reproduced and/or remain in production. All figures are subject to change – should artwork and/or color requirements change significantly, pricing for these items may be negotiated.*

- Full Color Marion County (or other Departmental/Divisional) Logo – On the front and or rear of each item - Marion County Logo for Screen Printing is approximately 3 ½" high by 3 ½" wide. Embroidery size is approximately 3" high by 3" wide. Additional logos may or may not be used and sizes shall vary.
- Single Color Marion County (or other Departmental/Divisional) Logo – On Front of any item –
- Items may have up to three (3) lines of Embroidery Print of Name, Department/Division, and/or Title and one (1) line of Screen-Printing Print of Name, Department/Division, or Title. Set up at no additional cost. Single line of print may also be embroidered on sleeve of any item purchased. Lines of print may be no longer than the width of the County Logo.
- Cost for silk screen imprinting or embroidery shall be included in the unit cost of the item. Set up for Screen Printing shall be at no additional cost.

Screen printing requested on the shirt sleeves - Examples would read but not limited to "Safety" "Search" "Rescue", "Logistics", "Hazmat", "Training", and "Technical". Must be available in a variety of colors.

Distressed American flag on the sleeve, must be placed correctly, per federal flag guidelines. This would be on the specialty shirts and by request of the Purchasing Coordinator.

MCFR reserves the right to redesign the logo or writing on any T-shirt with no set up or additional fees. MCFR also reserves the right to put names on individual shirts if requested. No minimum orders. Once a firm is selected and contracted, the County reserves the right to a digital copy (.jpg or .pdf) of any vendor-produced and accepted County artwork at any time.

*Samples of the artwork is available in the following link:*

*https://acrobat.adobe.com/id/urn:aaid:sc:va6c2:0cd64ed2-b6dd-4ffe-87f8-cef898b74af4*

**FEE SCHEDULE**
**EXHIBIT B**

| ITEM # | | |
|---|---|---|
| **1** | **S/S NAVY w/ RED,WHITE, & NAVY LETTERING (Normal Duty Shirt)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $6.62 |
| | MED | $6.62 |
| | LARGE | $6.62 |
| | X-LARGE | $6.62 |
| | 2X-LARGE | $8.62 |
| | 3X-LARGE | $9.62 |
| | 4X-LARGE | $10.62 |
| **2** | **L/S NAVY w/ RED,WHITE, & NAVY LETTERING (Normal Duty Shirt)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $9.83 |
| | MED | $9.83 |
| | LARGE | $9.83 |
| | X-LARGE | $9.83 |
| | 2X-LARGE | $11.83 |
| | 3X-LARGE | $12.83 |
| | 4X-LARGE | $13.83 |
| **3** | **S/S WHITE w/ RED, WHITE, & NAVY LETTERING (Normal Duty Shirt) "Chief"** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $6.36 |
| | MED | $6.36 |
| | LARGE | $6.36 |
| | X-LARGE | $6.36 |
| | 2X-LARGE | $8.36 |
| | 3X-LARGE | $9.36 |
| **4** | **L/S WHITE w/ RED,WHITE, & NAVY LETTERING (Normal Duty Shirt) "Chief"** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | 9.57 |
| | MED | 9.57 |
| | LARGE | 9.57 |
| | X-LARGE | 9.57 |
| | 2X-LARGE | 11.57 |
| | 3X-LARGE | 12.57 |
| **5** | **S/S WHITE w/ RED & NAVY LETTERING (no LOGO on back) (Normal Duty Shirt) "Chief"** | **BASE** |

| | SIZE | UNIT PRICE |
|---|---|---|
| | SMALL | $5.32 |
| | MED | $5.32 |
| | LARGE | $5.32 |
| | X-LARGE | $5.32 |
| | 2X-LARGE | $7.32 |
| | 3X-LARGE | $8.32 |
| **6** | **S/S GREY w/ RED, WHITE, & NAVY LETTERING (Normal Duty Shirt) "Officer"** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $5.32 |
| | MED | $5.32 |
| | LARGE | $5.32 |
| | X-LARGE | $5.32 |
| | 2X-LARGE | $7.32 |
| | 3X-LARGE | $8.32 |
| | 4X-LARGE | $9.32 |
| | 5X-LARGE | $10.32 |
| **7** | **L/S GREY w/ RED,WHITE, & NAVY LETTERING (Normal Duty Shirt) "Officer"** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $9.83 |
| | MED | $9.83 |
| | LARGE | $9.83 |
| | X-LARGE | $9.83 |
| | 2X-LARGE | $11.83 |
| | 3X-LARGE | $12.83 |
| | 4X-LARGE | $13.83 |
| | 5X-LARGE | $14.83 |
| **8** | **S/S CHARCOAL GREY w/ WHITE LETTERING (INSTRUCTOR)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $7.14 |
| | MED | $7.14 |
| | LARGE | $7.14 |
| | X-LARGE | $7.14 |
| | 2X-LARGE | $9.14 |
| | 3X-LARGE | $10.14 |
| **9** | **L/S CHARCOAL GREY w/ WHITE LETTERING (INSTRUCTOR)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $10.36 |
| | MED | $10.36 |
| | LARGE | $10.36 |

| | | |
|---|---|---|
| | X-LARGE | $10.36 |
| | 2X-LARGE | $12.36 |
| | 3X-LARGE | $13.36 |
| **10** | **S/S SPORT GREY w/ WHITE LETTERING (NEW HIRE ORIENTATION)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $6.10 |
| | MED | $6.10 |
| | LARGE | $6.10 |
| | X-LARGE | $6.10 |
| | 2X-LARGE | $8.10 |
| **11** | **S/S NAVY w/ WHITE LETTERING (NEW HIRE COMPLETION)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $7.40 |
| | MED | $7.40 |
| | LARGE | $7.40 |
| | X-LARGE | $7.40 |
| | 2X-LARGE | $9.40 |
| **12** | **S/S SPORT GREY w/ BLUE LETTERING (TECH RESCUE)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | MEDIUM | $7.66 |
| | LARGE | $7.66 |
| | X-LARGE | $7.66 |
| | 2X-LARGE | $9.66 |
| | 3X-LARGE | $10.66 |
| **13** | **L/S SPORT GREY w/ BLUE LETTERING (TECH RESCUE)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | MEDIUM | $11.39 |
| | LARGE | $11.39 |
| | X-LARGE | $11.39 |
| | 2X-LARGE | $13.39 |
| | 3X-LARGE | $14.39 |
| **14** | **S/S SPORT GREY w/ BLUE LETTERING (HAZ-MAT)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | MEDIUM | $7.66 |
| | LARGE | $7.66 |
| | X-LARGE | $7.66 |
| | 2X-LARGE | $9.66 |
| | 3X-LARGE | $10.66 |
| **15** | **L/S SPORT GREY w/ BLUE LETTERING (HAZ-MAT)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | MEDIUM | $10.87 |

| | | |
|---|---|---|
| | LARGE | $10.87 |
| | X-LARGE | $10.87 |
| | 2X-LARGE | $12.87 |
| | 3X-LARGE | $13.87 |
| **16** | **L/S SPORT GREY w/ BLUE LETTERING (SWAT MEDIC)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | MEDIUM | $10.87 |
| | LARGE | $10.87 |
| | X-LARGE | $10.87 |
| | 2X-LARGE | $12.87 |
| | 3X-LARGE | $13.87 |
| **17** | **L/S SPORT GREY w/ BLUE LETTERING (SWAT MEDIC)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | MEDIUM | $10.87 |
| | LARGE | $10.87 |
| | X-LARGE | $10.87 |
| | 2X-LARGE | $12.87 |
| | 3X-LARGE | $13.87 |
| **18** | **S/S ASH GREY w/ BLUE LETTERING (TASK FORCE 8)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $6.88 |
| | MEDIUM | $6.88 |
| | LARGE | $6.88 |
| | X-LARGE | $6.88 |
| | 2X-LARGE | $8.88 |
| | 3X-LARGE | $9.88 |
| **19** | **L/S ASH GREY w/ BLUE LETTERING (TASK FORCE 8)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $10.61 |
| | MEDIUM | $10.61 |
| | LARGE | $10.61 |
| | X-LARGE | $10.61 |
| | 2X-LARGE | $12.61 |
| | 3X-LARGE | $13.61 |
| **20** | **S/S CHARCOAL GREY w/ RED,WHITE, & NAVY LETTERING (LOGISTICS)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $6.62 |
| | MEDIUM | $6.62 |
| | LARGE | $6.62 |
| | X-LARGE | $6.62 |
| | 2X-LARGE | $8.62 |

| | | |
|---|---|---|
| | 3X-LARGE | $9.62 |
| | 4X-LARGE | $10.62 |
| | 2X-LARGE TALL | $9.62 |
| | 3X-LARGE TALL | $10.62 |
| | 4X-LARGE TALL | $11.62 |
| **21** | **L/S CHARCOAL GREY w/ RED,WHITE, & NAVY LETTERING (LOGISTICS)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $9.83 |
| | MEDIUM | $9.83 |
| | LARGE | $9.83 |
| | X-LARGE | $9.83 |
| | 2X-LARGE | $11.83 |
| | 3X-LARGE | $12.83 |
| | 4X-LARGE | $13.83 |
| | 2X-LARGE TALL | $12.83 |
| | 3X-LARGE TALL | $13.83 |
| | 4X-LARGE TALL | $14.83 |
| **22** | **S/S SPORT GREY w/ BLUE LETTERING (CAREER ACADEMY)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $5.06 |
| | MEDIUM | $5.06 |
| | LARGE | $5.06 |
| | X-LARGE | $5.06 |
| **23** | **S/S RED w/ WHITE LETTERING (EXPLORER)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $5.06 |
| | MED | $5.06 |
| | LARGE | $5.06 |
| | X-LARGE | $5.06 |
| **24** | **S/S ASH GREY w/ RED & BLACK LETTERING (EGH)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $7.14 |
| | MED | $7.14 |
| | LARGE | $7.14 |
| | X-LARGE | $7.14 |
| | 2X-LARGE | $9.14 |
| **25** | **S/S BLACK w/ RED, BLACK & WHITE LETTERING (EGH)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $7.14 |

| | | |
|---|---|---|
| | MED | $7.14 |
| | LARGE | $7.14 |
| | X-LARGE | $7.14 |
| | 2X-LARGE | $9.14 |
| **26** | **L/S RED w/ WHITE & BLACK LETTERING (EGH)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $10.36 |
| | MED | $10.36 |
| | LARGE | $10.36 |
| | X-LARGE | $10.36 |
| | 2X-LARGE | $12.36 |
| **27** | **L/S RED w/ WHITE LETTERING (FUTURE FIREFIGHTER)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $9.83 |
| | MED | $9.83 |
| | LARGE | $9.83 |
| | X-LARGE | $9.83 |
| | 2X-LARGE | $11.83 |
| **28** | **L/S RED w/ WHITE LETTERING (MENTOR)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $9.83 |
| | MED | $9.83 |
| | LARGE | $9.83 |
| | X-LARGE | $9.83 |
| | 2X-LARGE | $11.83 |
| **29** | **L/S CHARCOAL GREY w/ WHITE LETTERING (FIRE INVESTIGATOR)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | MED | $9.83 |
| | LARGE | $9.83 |
| | X-LARGE | $9.83 |
| | 2X-LARGE | $11.83 |
| | 3X-LARGE TALL | $13.83 |
| **30** | **S/S NAVY w/ RED,WHITE, & NAVY LETTERING (CHAPLAIN - put CHAPLAIN in place of FIRE RESCUE on back)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | MED | $6.36 |
| | LARGE | $6.36 |
| | X-LARGE | $6.36 |
| | 2X-LARGE | $8.36 |
| | 3X-LARGE | $9.36 |

| | | |
|---|---|---|
| **31** | **L/S NAVY w/ RED,WHITE, & NAVY LETTERING (CHAPLAIN - put CHAPLAIN in place of FIRE RESCUE on back)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | MED | $9.57 |
| | LARGE | $9.57 |
| | X-LARGE | $9.57 |
| | 2X-LARGE | $11.57 |
| | 3X-LARGE | $12.57 |
| **32** | **S/S WHITE w/ RED,WHITE, & NAVY LETTERING (CHAPLAIN - put CHAPLAIN in place of FIRE RESCUE on back)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | MED | $6.36 |
| | LARGE | $6.36 |
| | X-LARGE | $6.36 |
| | 2X-LARGE | $8.36 |
| | 3X-LARGE | $9.36 |
| **33** | **L/S WHITE w/ RED,WHITE, & NAVY LETTERING (CHAPLAIN - put CHAPLAIN in place of FIRE RESCUE on back)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | MED | $9.57 |
| | LARGE | $9.57 |
| | X-LARGE | $9.57 |
| | 2X-LARGE | $11.57 |
| | 3X-LARGE | $12.57 |
| **34** | **S/S MILITARY GREEN w/ BLACK LETTERING (SWAT MEDIC)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | MED | $5.06 |
| | LARGE | $5.06 |
| | X-LARGE | $5.06 |
| | 2X-LARGE | $7.06 |
| | 3X-LARGE | $8.06 |
| **35** | **L/S MILITARY GREEN w/ BLACK LETTERING (SWAT MEDIC)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | MED | $9.05 |
| | LARGE | $9.05 |
| | X-LARGE | $9.05 |
| | 2X-LARGE | $11.05 |
| | 3X-LARGE | $12.05 |
| **36** | **S/S MILITARY GREEN w/ BLACK LETTERING (VETERANS DAY - VETERANS)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $5.84 |

| | | |
|---|---|---|
| | MED | $5.84 |
| | LARGE | $5.84 |
| | X-LARGE | $5.84 |
| | 2X-LARGE | $7.84 |
| | 3X-LARGE | $8.84 |
| | 4X-LARGE | $9.84 |
| | 5X-LARGE | $10.84 |
| **37** | **S/S MILITARY GREEN w/ BLACK LETTERING (VETERANS DAY - ALL EMPLOYEES)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $5.84 |
| | MED | $5.84 |
| | LARGE | $5.84 |
| | X-LARGE | $5.84 |
| | 2X-LARGE | $7.84 |
| | 3X-LARGE | $8.84 |
| | 4X-LARGE | $9.84 |
| | 5X-LARGE | $10.84 |
| | **TEE SHIRTS - Dry Fit, 3.8-ounce, 100% polyester** | |
| **38** | **S/S TRUE NAVY COMPETITOR TEE SPORT-TEK ST350 OR APPROVED EQUAL (with Name & Title on right chest)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $8.52 |
| | MEDIUM | $8.52 |
| | LARGE | $8.52 |
| | X-LARGE | $8.52 |
| | 2X-LARGE | $10.52 |
| **39** | **L/S TRUE NAVY COMPETITOR TEE SPORT-TEK ST350LS OR APPROVED EQUAL (with Name & Title on right chest)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $10.23 |
| | MEDIUM | $10.23 |
| | LARGE | $10.23 |
| | X-LARGE | $10.23 |
| | 2X-LARGE | $12.23 |
| **40** | **S/S IRON GREY COMPETITOR TEE SPORT-TEK ST350 OR APPROVED EQUAL (INSTRUCTOR)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $8.78 |
| | MEDIUM | $8.78 |
| | LARGE | $8.78 |
| | X-LARGE | $8.78 |
| | 2X-LARGE | $10.78 |

| | | |
|---|---|---|
| **41** | **L/S IRON GREY COMPETITOR TEE SPORT-TEK ST350LS OR APPROVED EQUAL (INSTRUCTOR)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $10.23 |
| | MEDIUM | $10.23 |
| | LARGE | $10.23 |
| | X-LARGE | $10.23 |
| | 2X-LARGE | $12.23 |
| **42** | **S/S IRON GREY COMPETITOR TEE SPORT-TEK ST350 OR APPROVED EQUAL (PFT)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $8.52 |
| | MEDIUM | $8.52 |
| | LARGE | $8.52 |
| | X-LARGE | $8.52 |
| | 2X-LARGE | $10.52 |
| **43** | **L/S IRON GREY COMPETITOR TEE SPORT-TEK ST350LS OR APPROVED EQUAL (PFT)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $10.23 |
| | MEDIUM | $10.23 |
| | LARGE | $10.23 |
| | X-LARGE | $10.23 |
| | 2X-LARGE | $12.23 |
| **44** | **L/S IRON GREY COMPETITOR TEE SPORT-TEK ST350LS OR APPROVED EQUAL (LOGISTICS)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $9.45 |
| | MEDIUM | $9.45 |
| | LARGE | $9.45 |
| | X-LARGE | $9.45 |
| | 2X-LARGE | $11.45 |
| | 3X-LARGE | $12.45 |
| | **SHORTS** | |
| **45** | **NAVY w/ WHITE LETTERING (w/pockets) 100% COTTON** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $9.46 |
| | MEDIUM | $9.46 |
| | LARGE | $9.46 |
| | X-LARGE | $9.46 |
| | 2X-LARGE | $11.46 |

| | | |
|---|---|---|
| | 3X-LARGE | $12.46 |
| | 4X-LARGE | $13.46 |
| **46** | **NAVY w/ WHITE LETTERING (w/pockets)<br>100% COTTON<br>(SOFFE Men's Classic Cotton Pocket Short )** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $11.80 |
| | MEDIUM | $11.80 |
| | LARGE | $11.80 |
| | X-LARGE | $11.80 |
| | 2X-LARGE | $13.80 |
| | 3X-LARGE | $14.80 |
| | 4X-LARGE | $15.80 |
| **47** | **BLACK w/ WHITE, RED, & BLACK LOGO (w/pockets)<br>"Dry Fit" - 100% POLYESTER (7 inch inseam)<br>(EGH)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $7.37 |
| | MEDIUM | $7.37 |
| | LARGE | $7.37 |
| | X-LARGE | $7.37 |
| | 2X-LARGE | $9.37 |
| | 3X-LARGE | $10.37 |
| **SWEATSHIRTS - 7.8 - 8oz., 50/50 cotton/polyester fleece** | | |
| **48** | **GREY w/ BLUE LETTERING<br>(CAREER ACADEMY)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $11.15 |
| | MEDIUM | $11.15 |
| | LARGE | $11.15 |
| | X-LARGE | $11.15 |
| | 2X-LARGE | $13.15 |
| **49** | **NAVY w/ RED,WHITE, & NAVY LETTERING<br>SWEATSHIRT (no hood)<br>(Normal Duty Sweatshirt)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $12.71 |
| | MEDIUM | $12.71 |
| | LARGE | $12.71 |
| | X-LARGE | $12.71 |
| | 2X-LARGE | $14.71 |
| | 3X-LARGE | $15.71 |
| | 4X-LARGE | $16.71 |
| **50** | **NAVY w/ RED,WHITE, & NAVY LETTERING<br>HOODED PULLOVER SWEATSHIRT<br>(Normal Duty Sweatshirt)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |

| | | |
|---|---|---|
| | SMALL | $15.41 |
| | MEDIUM | $15.41 |
| | LARGE | $15.41 |
| | X-LARGE | $15.41 |
| | 2X-LARGE | $17.41 |
| | 3X-LARGE | $18.41 |
| | 4X-LARGE | $19.41 |
| **51** | **BLACK w/ RED LETTERING ZIP UP HOODED SWEATSHIRT (LOGISTICS)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $20.00 |
| | MEDIUM | $20.00 |
| | LARGE | $20.00 |
| | X-LARGE | $20.00 |
| | 2X-LARGE | $22.00 |
| | 3X-LARGE | $23.00 |
| | 4X-LARGE | $24.00 |
| **52** | **DARK HEATHER w/WHITE & ORANGE LETTERING ZIP UP HOODED SWEATSHIRT (PFT)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $21.56 |
| | MED | $21.56 |
| | LARGE | $21.56 |
| | X-LARGE | $21.56 |
| | 2X-LARGE | $23.56 |
| | 3X-LARGE | $24.56 |
| **53** | **DARK HEATHER w/WHITE & ORANGE LETTERING HOODED PULLOVER SWEATSHIRT (ignore zipper in picture) (PFT)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $16.19 |
| | MED | $16.19 |
| | LARGE | $16.19 |
| | X-LARGE | $16.19 |
| | 2X-LARGE | $18.19 |
| | 3X-LARGE | $19.19 |
| **54** | **DARK HEATHER w/WHITE & RED LETTERING ZIP UP HOODED SWEATSHIRT (TRAINING)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $21.30 |
| | MED | $21.30 |
| | LARGE | $21.30 |
| | X-LARGE | $21.30 |
| | 2X-LARGE | $23.30 |

| | | |
|---|---|---|
| | 3X-LARGE | $24.30 |
| **55** | **DARK HEATHER w/WHITE & RED LETTERING HOODED PULLOVER SWEATSHIRT (TRAINING)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $15.93 |
| | MED | $15.93 |
| | LARGE | $15.93 |
| | X-LARGE | $15.93 |
| | 2X-LARGE | $17.93 |
| | 3X-LARGE | $18.93 |
| **56** | **MILITARY TAN w/BLACK LETTERING HOODED PULLOVER SWEATSHIRT (SWAT MEDIC)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $13.85 |
| | MED | $13.85 |
| | LARGE | $13.85 |
| | X-LARGE | $13.85 |
| | 2X-LARGE | $15.85 |
| | 3X-LARGE | $16.85 |
| **57** | **NAVY w/WHITE LETTERING HOODED PULLOVER SWEATSHIRT (TASK FORCE 8)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $15.15 |
| | MED | $15.15 |
| | LARGE | $15.15 |
| | X-LARGE | $15.15 |
| | 2X-LARGE | $17.15 |
| | 3X-LARGE | $18.15 |
| **SWEATPANTS - 8oz, 50/50 cotton/polyester fleece** | | |
| **58** | **NAVY w/ WHITE LETTERING** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $14.93 |
| | MEDIUM | $14.93 |
| | LARGE | $14.93 |
| | X-LARGE | $14.93 |
| | 2X-LARGE | $16.93 |
| | 3X-LARGE | $17.93 |
| | 4X-LARGE | $18.93 |
| **59** | **BLACK w/ WHITE LETTERING (PFT)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SMALL | $15.19 |
| | MEDIUM | $15.19 |

| | | |
|---|---|---|
| | LARGE | $15.19 |
| | X-LARGE | $15.19 |
| | 2X-LARGE | $17.19 |
| | 3X-LARGE | $18.19 |
| | **BALLCAPS - 97/3 Polyester/Spandex, Moisture Wicking, M2 Technology** | |
| **60** | **NAVY w/ WHITE EMBROIDERY (Pacific Headwear)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | YOUTH | $13.68 |
| | SM-MED | $13.68 |
| | LG-XLG | $13.68 |
| **61** | **NAVY w/ WHITE EMBROIDERY (Pacific Headwear) (RECRUIT)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | SM/MED | $13.68 |
| | LG-XLG | $13.68 |
| **62** | **NAVY w/ WHITE EMBROIDERY (Ladies Version with Marion County Fire Rescue logo, same as item 53)** | **BASE** |
| | **SIZE** | **UNIT PRICE** |
| | Adjustable | $10.10 |

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22776 **Agenda Date:** 5/5/2026 **Agenda No.:** 7.6.1.

**SUBJECT:**
**Request Approval of Tourist Development Council Recommendation for Room Night Generating Event (Budget Impact - Neutral; expenditure of up to $3,900)**

**INITIATOR:**
**Loretta Shaffer, Director**

**DEPARTMENT:**
**Tourist Development**

**DESCRIPTION/BACKGROUND:**
The Tourist Development Council (TDC) seeks funding approval for organizations that have festivals, events, or programs which support the TDC's mission of growing the economy and accelerating prosperity in Marion County through effective destination sales and marketing. The Room Night Generating Event Funding Program is intended to position Marion County as a must-experience destination in Florida through bringing quality events and initiatives to Marion County. The following funding contract was recommended for approval by the TDC.

| | |
|---|---|
| ProAM Patriot Games Invitational | $3,900 |

**BUDGET/IMPACT:**
Neutral; expenditure of up to $3,900. Funding From CP155552-548101.

**RECOMMENDED ACTION:**
Motion to approve the Tourist Development Council funding requests and authorize the Chairman and Clerk to execute the attached funding agreements.

# LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Locke (Last) Corry (First) (Dept) Visitors & Convention Bureau - 2870

(Title) Group Sales Supervisor (Phone) 352 438 2800

Signature _____ Date Thursday, April 2, 2026

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for:
- ☐ Draft Document
- ☑ Approve as to Form
- ☐ RESUBMIT LRM No. _____
- ☑ Legal Opinion
- ☐ Other

Description of Request

We are requesting a legal review of the Room Night Generating Event funding contract for ProAM Sports Association Incorporated. A word document is available for editing.

For more information or discussion, contact: ☐ Same as above

(Name) Solomon (Last) Samantha (First) (Title) Sales Service Specialist (Phone) 352 438 2815

Agenda Item? ☑ Yes ☐ No Agenda Date: Tuesday, May 5, 2026

Agenda Deadline Date for **Legal:** Friday, April 10, 2026 Agenda Deadline Date for **Admin:** Thursday, April 23, 2026

**Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.**

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2026-275

Assigned to:
- ☐ Matthew Guy Minter, County Attorney
- ☐ Dana E. Olesky, Chief Asst. County Attorney
- ☐ Linda Blackburn Asst. County Attorney
- ☒ Thomas Schwartz Asst. County Attorney
- ☐ Valdoston Shealey Asst. County Attorne

Outcome:
- ☑ Approved as to form and legal sufficiency
- ☐ Approved with revisions: ☐ Suggested ☐ Completed
- ☐ Other:

Date Received:

***RECEIVED***
***By Wendy.Nalborczyk at 8:34 am, Apr 06, 2026***

Attorney Signature: _____ Date 4/6/26

Staff Signature: _____ Date: 4/10/26 Returned: ☐ Department ☐ Admin ☐ _____

Completed

Rev2 03/19/2025

# AGREEMENT BETWEEN MARION COUNTY AND PROAM SPORTS ASSOCIATION INCORPORATED

This Agreement is made and entered into by and between Marion County, a political subdivision of the State of Florida, ("County") and **PROAM SPORTS ASSOCIATION INCORPORATED** ("Recipient"), whose address **66134 Thames Rd. Pinellas Park, FL 33782** for the **ProAM Patriot Games Invitational** (the "Event/Project").

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, County and Recipient hereto agree as follows:

**Article 1 – The Contract:**

**1.1** The contract between County and Recipient of which this Agreement is a part, consists of the Contract Documents. The Contract Documents are defined as this Agreement, the Room Night Generating Event–Funding Program Guidelines, incorporated by reference and made a part hereof as Exhibit A, the Recipient's submitted application, Certificate of Insurance, and any attachments or addendum thereto. The Contract Documents represent the entire and integrated contract between the parties and supersede prior negotiations, representations or agreements, either written or oral. Recipient acknowledges receipt of a copy of the Contract Documents.

**Article 2 - Contract Sum & Payments:**

**2.1** Recipient acknowledges that it seeks funding for the Event/Project in the form of reimbursement from County's Room Night Generating Event Funding Program (the "Program") governed by County's Tourist Development Council (the "TDC"). The Program permits the expenditure of certain tax revenues in order to promote tourism. Recipient acknowledges that it has reviewed the Program and the Contract Documents and understands that failure to comply with the Program and the Contract Documents shall jeopardize current and future funding. The obligation of County for payment to Recipient is limited to the availability of funds appropriated for this purpose in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**2.2** Pursuant to the Room Night Generating Events Funding Program Guidelines, County shall make one payment to Recipient as reimbursement for eligible expenses and up to 260 verified hotel room night bookings in an amount not to exceed ***$3,900.00 (three thousand nine hundred dollars and zero cents).***

**2.3** Final Report:
Payment shall not be issued until Recipient has delivered to Ocala/Marion County Visitors and Convention Bureau (the "OMCVCB") a final report containing all eligible expenses incurred and complete detail of the number of hotel rooms booked, if any.

A. Expenses: Recipient is instructed to refer to the Room Night Generating Event–Funding Program Guidelines for a listing of eligible and ineligible expenses. Claimed eligible expenses shall be fully supported by proofs of purchase (copies are acceptable).

B. Hotel Rooms: Claimed hotel rooms shall include verified proof of the number of hotel rooms booked. Recipient is instructed to refer to the Room Night Generating Event Funding Program Guidelines for the acceptable format of room verification.

C. The final report shall contain a completed Revenue and Room Night Certification Form (included in the Contract Documents and available on OMCVCB website at www.OcalaMarion.com) documenting that funding has contributed to an increase in overnight stays in Marion County. Recipient acknowledges that the TDC will actively avoid becoming a perpetual funding source for any event.

D. The deadline for submission of the final report to OMCVCB is **60** calendar days after the final date scheduled for the Event/Project. No additions or changes to Recipient's final report will be accepted by County after that date and County shall not issue any payments for untimely submissions.

E. Recipient acknowledges that all funds it receives are subject to audit by the Internal Auditor of the Marion County Clerk of Courts or other representative as County may designate.

**Article 3 – Event/Project Eligibility:**

**3.1** To be eligible for Program funds, the Event/Project shall, in part, comply with the Program objective and provide certain deliverables. This Event/Project was recommended to the Board of County Commissioners by the Tourist Development Council on **March 26, 2026**.

**3.2 Program Objective.**

The Event/Project shall meet the following Program objective, as set forth in Section 125.0104, Florida Statutes:

TOURISM PROMOTION: To promote and advertise tourism in the State of Florida and nationally and internationally; however, if tax revenues are expended for an activity, service, venue, or event, the activity, service, venue, or event shall have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists.

Specifically, to qualify for Program funding the Event/Project shall enhance County's appeal to visitors and support the TDC mission to promote tourism for Marion County.

**3.3 Project Conditions:**

The Project shall adhere to all of the following conditions:

A. Marketing

(1) Recipient shall credit the OMCVCB on all Project marketing materials online and offline.

(2) All Project printed and digital marketing collateral and materials, shall include the OMCVCB logo.

(3) Any use of OMCVCB branding or the OMCVCB name must conform to the requirements of the OMCVCB Brand Toolkit, available at https://www.ocalamarion.com/media/brand-toolkit/ , and any other guidelines that may be issued by OMCVCB.

(4) Prior to publication or production, Recipient must provide all proposed items to include OMCVCB branding for review and approval.

**3.4 Event/Project Deliverables.**

The Event/Project shall provide evidence satisfactory to County of the successful completion of all of the following deliverables:

A. Schedule

(1) The Event/Project shall take place on **July 25-26, 2026 at Ocala Regional Sportsplex whose address is 3500 SW 67th Ave. Ocala, FL 34470.** This schedule cannot be modified without written prior-authorization from County. Any request by Recipient to alter the schedule must be made in writing and received by County no later than 90 days before the Event/Project is scheduled to begin.

(2) Time of the Essence. Time is of the essence in the performance of the Recipient's obligations under this Agreement.

B. Service to County

(1) The Event/Project shall create paid lodging for County that is subject to Tourist Development Tax (TDT). Tax exempt or complimentary rooms will not be counted toward the deliverables required through the funding guidelines.

(2) The Event/Project shall create economic activity for County.

**Article 4 – General Responsibilities of Recipient:**

**4.1** Recipient acknowledges and agrees that the obligations, representations, certifications, and assurances of Recipient in this Agreement, including this Article 4, are material terms of this Agreement and County affirmatively relies upon same as part of the consideration in entering into this Agreement. Any breach of a term of this Agreement is a material breach by Recipient.

**4.2** Recipient certifies and assures County that Recipient is knowledgeable of and shall comply with all applicable federal, state, and local laws and regulations in executing the Event/Project and shall include this requirement in all subcontracts pertaining to the Event/Project. Recipient has determined for itself whether it is subject to registration with the Florida Department of State. Recipient agrees to furnish all labor, materials, equipment, and services and shall obtain any and all governmental permits necessary to execute the Event/Project. If any part of the Event/Project is not properly permitted prior to execution or completed without proper permits, the Event/Project will be disqualified for funding.

**4.3** Recipient shall be responsible for its own electricity, water, light, and heat to support the Event/Project, at no cost to County.

**4.4** Recipient shall provide proof of insurance to County obtained with a company or companies authorized to do business in the State of Florida with an A.M. Best Company rating of at least A-. A $1,000,000 Commercial General Liability Insurance Policy is required for the Event/Project along with "Marion County, a political subdivision of the State of Florida, its officials, employees, and volunteers" being named as an Additional Insured on the policy. The term of coverage must include not only all days of the Event/Project, but set up days and take down days as well.

**Listing on Certificate of Insurance should read:**
Marion County Board of County Commissioners and its employees
601 SE 25th Avenue
Ocala, FL 34471

During the term of this Agreement, Recipient at its sole expense, shall provide insurance of such a type and with such terms and limits as noted above. Providing and maintaining adequate insurance coverage is a material obligation of Recipient. Recipient's insurance coverage shall be primary insurance as respects to the County for all applicable policies. The limits of coverage under each policy maintained by Recipient shall not be interpreted as limiting Recipient's liability and obligations under this Agreement. All insurance

policies shall be through insurers authorized or eligible to write policies in Florida and possess an A.M. Best rating of A-, VII or better, subject to the approval of the COUNTY Risk Management department.

The coverages, limits and/or endorsements required herein protect the primary interests of the County, and these coverages, limits and/or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Recipient against any loss exposures, whether as a result of this Agreement or otherwise.

Marion County Board of County Commissioners, a political subdivision of the State of Florida, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Recipient. The coverage shall contain no special limitation on the scope of protection afforded to the COUNTY, its officials, employees, or volunteers.

**4.5** If the Event qualifies as an "Equine Activity" as defined in Chapter 773, Florida Statutes, the EVENT HOLDER acknowledges that the COUNTY qualifies as an "Equine activity sponsor" as defined in Chapter 773, Florida Statutes; and

(1) The EVENT HOLDER shall include the following warning notice in all registration forms and documents requiring participants' signatures:

WARNING

Under Florida law, an equine activity sponsor or equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.

(2) The EVENT HOLDER shall include the above warning notice in all program guides and any other materials for spectators.

(3) The EVENT HOLDER shall post and maintain at least one sign in a clearly visible location near each entrance to the area in which the Equine Activity will take place with the above warning notice in black letters, with each letter to be a minimum of 1 inch in height, with sufficient color contrast to be clearly distinguishable.

**4.6** Recipient shall only receive funding for eligible expenses, as otherwise provided herein. Any funding advanced and later deemed ineligible for any reason, shall be repaid by Recipient to County within thirty (30) days of written request.

**4.7 Recipient shall provide County each of the following, to the satisfaction of County:**

**A. OMCVCB Banners on site during the Event/Project;**
**B. If applicable, Inclusion in the Event/Project e-blast;**
**C. If applicable, Full page ad in the Event/Project program;**
**D. Recognition during public address announcements; and**
**E. Focus group surveys/access for research firm to attend the event.**

**4.8** In the performance of this Agreement, Recipient shall be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of County, thereby making Recipient solely responsible for the means, methods, techniques, sequences, and procedures utilized by Recipient in the full performance of this Agreement.

**4.9** Recipient shall keep records of all transactions related to this Agreement and County shall have the right to review such records. The parties specifically agree that should County request to review such records, Recipient shall produce the records at County's office located at **109 W Silver Springs Blvd., Ocala, FL 34475**, during normal business hours.

**4.10 Audit.**

A. **Subject to Audit.**
All Contract Documents, including this Agreement, contracts between County and Recipient, and any other contracts for the expenditure of TDT revenue, are subject to programmatic and financial audit by the Marion County Clerk of the Court – Internal Auditor, the State of Florida Auditor General, other County staff or authorized personnel or any other governmental representative County may dictate.

B. **Inspection; Public Record.**
All programmatic and financial documents that are part of the Contract Documents are subject to County inspection and made public record.

C. **Additional Information.**
County through the OMCVCB reserves the right to request additional information if deemed necessary during the Term of this Agreement.

D. **Repayment.**
(1) Recipient may be required to repay all or a portion of Program monies provided should an audit of County records determine ineligibility of any expenditure or upon the occurrence of a default of this Agreement.
(2) The Parties expressly and specifically agree that all determinations arising from an audit of County records regarding the eligibility or ineligibility of an expenditure of the Program funding shall be final and binding.

**4.11 Public Records Compliance.**

A. Recipient acknowledges that any material, including papers, photographs, films, and audio recordings, made or received by County in connection with Recipient's request for Program funding is a public record and subject to public inspection, unless there is a legislatively created exemption that makes it confidential and not subject to disclosure. Therefore, Recipient acknowledges that it cannot dictate to County what material is open to public inspection or the circumstances under which material is deemed confidential.

B. If, under this Agreement, Recipient is providing services and is acting on behalf of County as provided under Section 119.001(2), Florida Statutes, then, Recipient shall comply with public records laws, specifically:
(1) Keep and maintain public records required by County to perform the service;
(2) Upon request from County's custodian of records, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term of this Agreement and following completion of this Agreement if Recipient does not transfer the records to County; and,
(4) Upon completion of this Agreement, transfer, at no cost, to County, all public records in possession of Recipient or keep and maintain public records required by County to perform the service. If Recipient transfers all public records to County upon completion of this Agreement, Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Recipient keeps and maintains public records upon completion of this Agreement, Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request from County's custodian of public records in a format that is compatible with the information technology systems of County.

C. If Recipient fails to provide the public records to County within a reasonable time or otherwise, Recipient may be subject to penalties under Section 119.10, Florida Statutes and may be subject to unilateral cancellation of this Agreement by County.

D. **IF RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Public Relations**
**601 SE 25th Ave.**
**Ocala, FL 34471**
**Phone: 352-438-2300**
**Fax: 352-438-2309**
**Email: PublicRelations@MarionFL.org**

**4.12 Default.**

Default under this Agreement is any failure to comply with a term or condition.

**Article 5 – Indemnification and Liabilities:**

**5.1** To the fullest extent permitted by law, Recipient shall indemnify, defend, and hold harmless County, its officers, board members, agents, representatives, and employees, from and against fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, judgment and awards, and actions of whatever kind or nature, including attorney's fees, costs (and a reasonable attorney's fee and costs on appeal as well as litigating the issue of the amount of fees to be awarded) , and damages (including, but not limited to, actual and consequential damages, personal injury, bodily injury, sickness, disease or death, and injury to or destruction of tangible property including loss of use resulting therefrom), arising out of or resulting from any action or inaction of guests, invitees, participants, spectators, or Recipient, or in any way a result of the Event/Project or the use of County facilities, equipment, or property.

**5.2** Recipient expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Recipient shall in no way limit the responsibility to indemnify, keep and save harmless and defend County and its officers, board members, employees, agents, and instrumentalities. Nothing herein this Agreement shall not be construed in any way to alter County's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes (2022).

**5.3** Recipient acknowledges that County, through the TDC, is only a financial contributor to the Event/Project and not a promoter or co-sponsor and County shall not be responsible for any debt incurred or liability issues that may occur in any way related to the Event/Project.

**Article 6 – Term; Termination of this Agreement:**

**6.1 Term.**

The term of this Agreement begins on the date of the last signature below and ends on the **60th calendar day** after the final date scheduled for the Event/Project (the "Term").

**6.2 Termination.**

County may terminate this Agreement at any time with or without cause. Recipient may terminate this Agreement at any time with cause solely with the approval of County. Any and all decisions made by County concerning termination of this Agreement are binding upon Recipient. Recipient acknowledges that termination of this Agreement does not relieve Recipient of any obligations it may have to the facility, vendors, etc.

**Article 7 – Photo/Likeness Release Form:**

**7.1** Recipient acknowledges that the purpose of the Program and the award of Program funding to Recipient, are, in part, to promote County. Recipient grants to County the right to use and reproduce any and all photographs, digital images, videotapes or recordings made at or in relation to the Event/Project, including those of Recipient's employees, volunteers, invitees, and those that contain Recipient's name, artwork, logo or trademark, for use by County, and the right to copyright and/or use, reuse and/or publish, republish photographic pictures, digital images, videotapes or recordings. Recipient affirms it is the legal owner of any artwork, logo or trademark used by Recipient and acknowledges that County is relying on this representation and, to the extent there is any claim by any third party against County, Recipient will indemnify and hold the County harmless as to any such claim or damages arising from such claim. Recipient grants County permission for the photographs, digital images, videotapes, or recordings to be used in their entirety and/or edited versions as deemed necessary by County. It is understood these items will become the property of County and all rights to inspect or approve as well as any royalties or other such compensation are waived. Recipient further grants County permission for the photographs, digital images, videotapes or recordings to be used by County at any time in the future without notice being provided and that County's use may include for trade, commercial and advertising purposes, to promote the product or service of County, and to simply report happenings in County, and may include the use of items on County websites. Recipient affirms it has made its invitees aware of County's intentions in this regard and has made the signing of a release a requirement to participate in the Event/Project.

**Article 8 - Scrutinized Companies pursuant to §287.135, F.S.:**

**8.1 Certification.**

A. If this Agreement is for One Million Dollars or more, Recipient certifies that at the time it submitted its application or proposal for this Agreement or before entering into this Agreement or renewing same, Recipient was not then and is not now:
   (1) On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
   (2) Engaged in business operations in Cuba or Syria.

B. If this Agreement is for any amount, Recipient certifies that at the time it submitted its application or proposal for this Agreement or before entering into this Agreement or renewing same, Recipient was not then and is not now:
   (1) On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
   (2) Engaged in a boycott of Israel.

**8.2 Termination, Threshold Amount.**

County may, entirely at its option, terminate this Agreement if it is for One Million Dollars and Recipient Meets any of the following criteria.

A. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and Recipient is found to meet any of the following prohibitions:
   (1) Submitted a false certification as provided under Section 287.135(5), F.S., or
   (2) Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.

B. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and Recipient is found to meet any of the following prohibitions:
   (1) Submitted a false certification as provided under Section 287.135(5), F.S.;
   (2) Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
   (3) Been engaged in business operations in Cuba or Syria.

C. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and Recipient is found to meet any of the following conditions:
   (1) Submitted a false certification as provided under Section 287.135(5), F.S.;
   (2) Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
   (3) Been engaged in business operations in Cuba or Syria; or
   (4) Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

D. Was entered into or renewed on or after July 1, 2018, and Recipient is found to meet any of the following prohibitions:
   (1) Submitted a false certification as provided under Section 287.135(5), F.S.;
   (2) Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
   (3) Been engaged in business operations in Cuba or Syria.

**8.3 Termination, Any Amount.**

County may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria

A. Was entered into or renewed on or after July 1, 2018, and
B. Recipient is found to have been placed on the Scrutinized Companies that Boycott Israel List, created Pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

**8.4 Comply; Inoperative.**

The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Article 8 become inoperative on the date that Federal law ceases to Authorize the State of Florida to adopt and enforce such contracting prohibitions.

**Article 9 - Discriminatory Vendor List and Convicted Vendor List:**

**9.1** Recipient certifies and assures County that Recipient has never been placed on the Discriminatory Vendor List pursuant to Section 287.134, Florida Statutes, or the Convicted Vendor List pursuant to Section 287.133, Florida Statutes, following a conviction for public entity crime. Recipient acknowledges that those that have been placed on either list may not transact business with any public entity with certain conditions for a period of 36 months from the date of being placed on the Discriminatory Vendor List or the Convicted Vendor List.

**Article 10 – Governing Law, Venue, Waiver of Right to Jury Trial:**

**10.1** This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County and (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial.

**Article 11 - Severability.**

**11.1** Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.

**Article 12 - Waiver.**

**12.1** No waiver of any default by any Party shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give another Party any contractual right by custom, estoppel, or otherwise.

**Article 13 - Rights of Third Parties.**

**13.1** Nothing in the Agreement, whether express or implied, is intended to confer any rights or remedies under or because of the Agreement on any persons other than the Parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in the Agreement is intended to relieve or discharge the obligation or liability of any third persons to any Party to the Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any Party to the Agreement.

**Article 14 – Transacting Business in Florida:**

**14.1** As of the date of entering this Agreement, Recipient represents that Recipient has been issued a certificate of authority issued by the Florida Department of State, required to transact business in Florida, pursuant to Section 607.1501, Florida Statutes, or a determination has been made by Recipient and its legal advisor that performance of this Agreement will not require any act constituting transacting business in Florida.

**14.2** In the event County, at its sole discretion, determines that Recipient is transacting business in Florida without a certificate of authority issued by the Florida Department of State, County may immediately terminate this Agreement. In the event of such termination, Recipient shall immediately repay all amounts provided to Recipient under this Agreement.

**Article 15 - Sovereign Immunity:**

**15.1** **Sovereign Immunity.** Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided County pursuant to Florida law. Notwithstanding anything to the contrary set forth in the Agreement, County's obligation to indemnify Recipient, if any, for any reason or purpose, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes (2023). Notwithstanding anything to the contrary set forth in the Agreement, all liability of County shall be limited to the limits set forth in 768.28, Florida Statutes (2023), whether sounding in contract, tort or otherwise. This Article 15 shall survive the termination of the Agreement.

**Article 16: - Survival:**

**16.1** **Survival.**

Recipient's obligations and liabilities for Reporting (Article 2); Service to County (Article 3); Record Keeping (Article 4); Audit (Article 4); Public Records (Article 4); Indemnification and Liabilities (Article 5); Photo/Likeness Release Form (Article 7); Governing Law, Venue, Waiver of Right to Jury Trial (Article 10); Severability (Article 11); Transacting Business in Florida (Article 14); and Sovereign Immunity (Article 15), shall survive the termination of this Agreement, or any duties or obligations thereunder, and shall be fully binding until any proceeding which may be brought under this Agreement is barred by the applicable statute of

limitations. In addition, any other provisions, or parts thereof, of this ATC which, by their nature, should survive termination or cancellation shall survive.

**Article 17: Force Majeure:**

17:1 No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following **force majeure** events ("**Force Majeure** Event(s)") that frustrates the purpose of this Agreement: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; (k) shortage of adequate medical supplies and equipment; (l) shortage of power or transportation facilities; and (m) other similar events beyond the reasonable control of the Impacted Party.

**Article 18 - Legal Counsel:**

**18.1** Each Party recognizes that this is a legally binding contract and acknowledges and agrees that they have each had the opportunity to consult with legal counsel of their choice. Recipient agrees and acknowledges that it has read and understands this Agreement, is entering into it freely and voluntarily, and has been advised to seek counsel prior to entering into this Agreement and has had ample opportunity to do so.

**THIS SPACE IS INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the parties have entered into this Agreement by their duly authorized officers on the date of the last signature below.

ATTEST:
**MARION COUNTY**, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

| | |
|---|---|
| _____ | BY: _____ |
| GREGORY C. HARRELL | CARL ZALAK III |
| CLERK OF COURT | CHAIRMAN |
| DATE: _____ | DATE: _____ |

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY
BCC APPROVED:

For: _____
MATTHEW MINTER
COUNTY ATTORNEY

ACCEPTANCE DATE: 1/6/26

**ProAM Sports Association, Inc.** **(Recipient)**

By: Jason Varnum

Printed Name: **Jason Varnum**

Its: **President**

Date: 04/10/2026

STATE OF Florida

COUNTY OF Marion

The forgoing instrument was acknowledged before me by means of ☐ physical presence or ☑ online notarization this 10 day of April, 2026 by **Jason Varnum** (name of officer, manager, or agent), the **President** (title) of **ProAM Sports Association, Inc.** (name of entity acknowledging), a Florida (state or place of formation) entity, on behalf of whom this instrument was executed. He/she is personally known to me or has produced FL DL V655-430-62-001-0 (type of identification) as identification.

Notarized online using audio-video communication

ELECTRONIC NOTARY PUBLIC STATE OF FLORIDA

Samantha Solomon
Electronic Notary Public
State of Florida
Commission #: HH596845
Commission Expires: 09/28/2028

Samantha Solomon

(Notary Signature and Notary Seal)

Samantha Solomon

(Name of Notary Typed, Printed or Stamped)

Commission Expires: 09/28/2028

## *Exhibit A*

## *Room Night Generating Events*

### *Funding Program Guidelines*

The Ocala/Marion County Visitors and Convention Bureau (OMCVCB) recognizes events are a major contributor to the overall tourism economy. In order to develop event related tourism, the OMCVCB has put in place these Funding Program Guidelines for events seeking funding. This funding program is conducted in accordance with applicable federal, state and local policies. The Florida State Legislature enacted the Local Option Tourist Development Act (Section 125.0104, Florida Statutes) in response to the growing need of Florida counties to provide additional revenue sources for tourist development in an effort to stimulate the local economy. The Marion County Tourist Development Council (TDC) was created pursuant to Marion County Resolution 04-R-44, as a result of the 2004 passage of the 2% Tourist Development Tax (TDT) and subsequent passage of an additional 2% TDT in 2015, and operates in accordance with Florida State Statute 125.0104. The Tourist Development Tax Revenues are designated to promote Ocala/Marion County as a preferred visitor destination.

**ROOM NIGHT GENERATING EVENT FUNDING CRITERIA - STATEMENT OF PAYMENT POLICIES**

Funding will be provided as a reimbursement in direct correlation for room nights generated and approved eligible expenses. For each verified room night, a rebate will be eligible to the Event planner. The rebate schedule for the year will be as follows:

**Quarter 1 (Q1): January – March - $5 rebate per verified room night**

**Quarter 2 (Q2): April – June - $10 rebate per verified room night**

**Quarter 3 (Q3): July – September - $15 rebate per verified room night**

**Quarter 4 (Q4): October – December - $10 rebate per verified room night**

* The applicable rebate rate is determined based on the event dates, not the submission date of the funding application.

** If the event dates span two or more quarters, the rebate rate will be determined individually, using specific STR data to assess the timeframe and allocate the event to the appropriate quarter.

*** Requests for a higher amount will be evaluated on a case-by-case basis. For consideration, the applicant must have a contracted housing bureau ensuring a verifiable tracking method for ALL room nights associated with the event. This provision is not available for any events taking place in Q1 (Jan.-Mar.).

Any Event that estimates producing less than 250 verified room nights will not be eligible to apply. Additionally, reimbursement amounts will be capped at the figure requested on the application and approved by the Marion County Board of County Commissioners. No amounts will be increased retroactively. The maximum funding for any Event by this Program is not intended to exceed $10,000 during Q1 and $25,000 during Q2, Q3 and Q4.

**APPLICATION DEADLINE AND GUIDELINES**

Applicants seeking funding under this program will not be eligible to apply for funding through any other programs offered by the OMCVCB for the same room-generating event. Applications must be submitted to the OMCVCB no later than 120 days prior to the start date of the event. Completed applications will be date stamped and reviewed by the OMCVCB in the order received. If the event qualifies for room night generating funding, the funding request will be presented to the Tourist Development Council (TDC) for review. If recommended by the TDC, the funding request will be presented to the Marion County Board of County Commissioners (MCBCC) for final approval.

The application will be made available as an online fillable version or hard copy upon meeting with the OMCVCB staff. Applicants will be evaluated for funding eligibility based on a number of qualifying criteria such as anticipated number of room nights, estimated economic impact and marketing plan.

A. Incomplete applications will not be considered. Not applicable or N/A must be marked if needed.
B. Applicants must meet with a representative of the Ocala/Marion County Visitors and Convention Bureau (via phone or in person) prior to applying.
C. A complete marketing plan must be included in the application which integrates the promotion of the event to out of county attendees to be considered.
D. Only publicly accessible events are eligible for funding through this program. Events that require registration, membership or ticket purchases may still qualify. Only verified room nights for lodging and accommodations within Marion County are eligible for reimbursement. All lodging accommodations listed by an Applicant may be contacted to confirm the number of room nights generated for the Event.
E. Only rooms subject to Tourist Development Tax shall be credited to reimbursable room nights i.e. rooms exempt from payment of tax or provided on a complementary basis shall be excluded from the final verified room night calculation.
F. All overnight accommodations used in association with the funded event must be appropriately registered with the Marion County Tax Collector's Office to collect applicable Tourist Development Taxes (TDT). Room nights will not qualify toward funding if the property is not compliant with TDT registration requirements or if the accommodations are not subject to TDT collection. Please refer to the following webpage (https://www.mariontax.com/td-home) and Appendix A for additional information about TDT and how to ensure compliance.
G. Expenditures will be eligible for reimbursement only if the expenses were incurred between the time the funding application was submitted and the end of the event. Proof of payment must be provided and may be submitted in the form of a vendor receipt, front and back copy of cleared check, cash receipt, or credit card statement. Written confirmation from a vendor that an expenditure has been paid in full will also be accepted.
H. The OMCVCB may request a 'testimonial' for use on its website (ocalamarion.com) as a condition of reimbursement.
I. If approved for funding, a camera-ready logo will be provided upon execution of the funding contract. Proofs of all marketing/promotional materials with the logo block must be submitted to marketing@marionfl.org prior to production.
J. Applicant is to have a designated contact(s) (Designee) for the duration of the funding process. The Designee will be responsible for submitting all application documents as well as follow up documentation needed prior to and following the Event.

K. Any funds granted will be subject to audit by the Marion County Clerk of the Court – Internal Auditor or other representative the County may designate. Any expenditure deemed ineligible as a result of an audit shall be repaid by Applicant to the OMCVCB within 30 days of written demand.

L. Applicant must provide proof of insurance to County obtained with a company or companies authorized to do business in the State of Florida with an A.M. Best Company rating of at least A- (A minus). A $1,000,000 Commercial General Liability Insurance Policy is required for the Event along with "Marion County, a political subdivision of the State of Florida, its officials, employees, and volunteers" being named as an Additional Insured on the policy. The term of coverage must include not only all days of the Event, but set up days and take down days as well.

M. Should an Applicant be approved for funding, Applicant will be required to execute its Event in full compliance with all applicable Federal, State and local laws and regulations. A successful Applicant will be required to expressly certify to this compliance in a written funding contract and to be responsible for such compliance by any subcontractor.

N. Marion County cannot provide Applicant legal advice and it is strongly recommended that any Applicant consult its attorney before requesting funding.

O. If approved for funding by the MCBCC, applicants will be required to sign a written funding contract outlining specific deliverables and additional terms of funding.

Applicants will be notified of the TDC meeting at which their application is scheduled for review and are required to attend either in person or virtually. However, applicants are not required to attend the MCBCC meeting where their application is scheduled for final review.

**REIMBURSEMENT/ACCOUNTABILITY**

Within 60 days after the completion of the Event, Applicant must submit:

1. Eligible reimbursable expenses (with proof of payment and copy of event collateral displaying approved OMCVCB logo block).
2. Invoice for TDC/BCC approved funds (addressed to Ocala Marion/County Visitors and Convention Bureau) and all supporting reimbursement documentation.
3. All hotel room nights generated by the event. This includes all staff, competitors, volunteers, spectators, officials, etc. that stayed in paid accommodations. Rooms nights must be verified directly by a lodging/accommodation site. If a complete and accurate reimbursement request is not submitted within 90 days following the completion of the event, the approved funds will be forfeited.

**ELIGIBLE USE OF FUNDS**

The following is a list of how Tourist Development Funds are to be used to promote tourism for Marion County.

1. Promotional/Marketing Expense - These expenses must include the OMCVCB logo or utilize the OMCVCB name.
    a. Promotional expenses in conjunction with the room night generating Event to increase participation and bring out-of-county visitors that will stay in overnight accommodations and generate Tourist Development Tax within Ocala/Marion County as a result of the room night generating Event.
    b. Advertising and publicity outside of the Marion County area to increase participation, attendance and awareness of the room night generating Event and generate hotel room nights:
        - Print
        - Radio
        - Online/Social Media Advertising
        - Television Advertisements
        - Outdoor Signage/Banners
        - Poster/Flyers/Brochures
        - Media Events
        - Direct Mail
        - Event Banners
        - Printing Collateral
        - Live-Streaming production expense of the Event

    c. Artwork- Graphic Design – The OMCVCB logo block and name inclusive on all digital and printed material associated with the room night generating Event and listed as a sponsor of the room night generating Event including t-shirts, room night generating Event merchandise, and or give away items.
2. Operational Expense
   Operational expenses are attributed purely to the development/production of the room night generating event that specifically targets and promotes out-of-county visitors to come to Marion County.
    A. Sanction fee/ Rights holder fees
    B. Rental fees for publicly-owned event venues/facilities.
    C. Event specific rental items.
    D. Room night generating Event related judges, officials, or umpires.
    E. Additional necessary operational expenses, as approved per Florida State Statute 125.0104, and indicated in the final motion to approve funding.

**INELIGIBLE USES OF FUNDS**

**FUNDS MAY NOT BE USED FOR:**

1. Prize money, scholarships, awards, plaques, trophies, certificates;
2. Privately-owned event venues/facilities.
3. Marketing/Promotional materials that do not include the Ocala/Marion County Visitors and Convention Bureau logo block;
4. Any and all travel expenses. (includes, but is not limited to, car rental fees, airline tickets, hotels, food, luggage fees, etc.);
5. Private entertainment, food, beverages, or any type of concession;
6. Annual operating expenditures;
7. Legal, engineering, accounting, auditing, planning, feasibility studies or other consulting services;
8. Employee salaries;
9. Real property or capital improvements to facilities;
10. Tangible personal property including but not limited to items reusable outside of the Event operations such as clipboards, radios, office furnishings, or equipment;
11. Interest or reduction of deficits and loans;
12. Expenses incurred or committed outside the event period – which begins on the date the funding application is submitted and ends on the final day of the event.
13. Advertising and promotional materials distributed after the Event.
14. Receptions or social functions other than those specifically designed for pre-event media promotional purposes;
15. Sales tax;
16. Website design not specific to the room night generating Event;
17. Ongoing or annual facility maintenance;
18. Items required or services offered by the rented facility that are not expended or consumed by the Event.
19. The provision of regular or additional law enforcement protection at the Event.

**RFP DISTRIBUTION AND ROOM NIGHT TRACKING**

Room nights can be verified using the room night certification form, a room night pick-up report, a housing bureau pick-up report, or email correspondence from lodging providers. If the applicant intends to use an alternate form of verification, the OMCVCB must be notified in advance for approval of the proposed tracking method. A minimum of 250 room nights will need to be verified in order to be eligible to receive any funding.

**For all Events that are funded by the OMCVCB, the following procedure must take place to secure hotel accommodations:**

1. Applicant must include the OMCVCB logo block and link www.ocalamarion.com on the Event website.
2. If no host or overflow hotel has been identified, a hotel Request for Proposal (RFP) must be sent out via the OMCVCB office in order to secure hotel rooms for the Event.
3. If a host or overflow hotel has been identified, it must be disclosed in this application.
4. When the applicant has selected the participating hotel(s) from the RFP responses, Applicant must notify the OMCVCB. It is the responsibility of Applicant to establish a system with the hotel to track and document all Event related room nights.
5. The applicant may list any number of 'participating hotels' on the event website and may include any amount of information about these hotels, such as pictures, amenities, and other details, as long as the listed hotels are located in Marion County.
6. When using the Room Night Certification Form this form needs to be filled out and signed by an authorized representative of the lodging partner. An alternative verification method will be considered but the Certification Form is preferred. The Room Night Certification form will be provided to the applicant upon request.

**Copies of the following items should be attached to your application:**

- List of Applicant's current Officers and/or Board members (if available).
- Applicant's W-9 tax form for post-event reimbursement.
- Overall marketing plan for the room night generating Event.

GEORGE ALBRIGHT, MARION COUNTY TAX COLLECTOR 352-368-8209
TOURIST DEVELOPMENT 352-368-8112
PO BOX 63
OCALA, FLORIDA 34478-0063

The Tourist Development Tax is a 4% charge on the revenue collected on the rental of any living quarters or accommodation in a hotel, apartment, motel, vessel, condominium, mobile home, time-share, cottage, or a single or multi-family dwelling that is rented for a period of six months or less.

Marion County does not have a contact with any of the rental platforms (Airbnb, VRBO, Home away, etc.), therefore it is the property owner's responsibility to pay the 4% Tourist Tax for Marion County.

Pursuant to Florida Statute 212.15(1) taxes are due the first day of the succeeding month and will be delinquent on the 21st of such month.

As the property owner it is your responsibility to pay your tourist tax each reporting period in a timely manner. If you have zero rentals you are responsible for filing a zero return each period you have no rentals.

A 10% penalty or a minimum late fee of $50 and daily interest rate will be changed per reporting period for noncompliance.

Payments may be made online at https://www.mariontax.com/TouristLogin.asp or via mail.

| Example of how to calculate the Tourist Development tax: | | |
|---|---|---|
| 1. Gross Rental Receipts | $ | Enter the total amount of rental for the reporting period. |
| 2. Minus(-) Exempt Rental Receipts | $ | Enter any rental exempt from the Tourist Development Tax. |
| 3. (=) Taxable Rental Receipts | $ | Enter amount of taxable rentals (Line 1 minus (-) Line 2). |
| 4. Total Tax Collected 4% | $ | Enter the total of Tourist Tax collected with is 4% of Line 3. |
| 5. Adjustments (if applicable) | $ | Enter any Over/Under Payments from previous reporting periods. |
| 6. Total Tax Due | $ | Enter the total of Line 4, plus/minus (+/-) Line 5. |
| 7. Minus(-) Collection Allowance | $ | Enter 2.5% of first $1,200 of Line 6 if this return is filed within 20 days from the last of the reporting month, $30 maximum. |
| 8. Plus(+) Penalty | $ | If delinquent, enter 10% of the amount of Line 6 or $50, whichever is greater. |
| 9. Plus(+) Interest | $ | The interest rate is variable. You will need to contact our office at (352) 368-8209 for instructions. |
| 10. (=) Total Amount Due | $ | Enter total due with return, add (+) Line 6, minus (-) Line 7, plus (+) Line 8, plus (+) Line 9. |

Any question, please email tmccann@mariontax.com or call 352-368-8209.

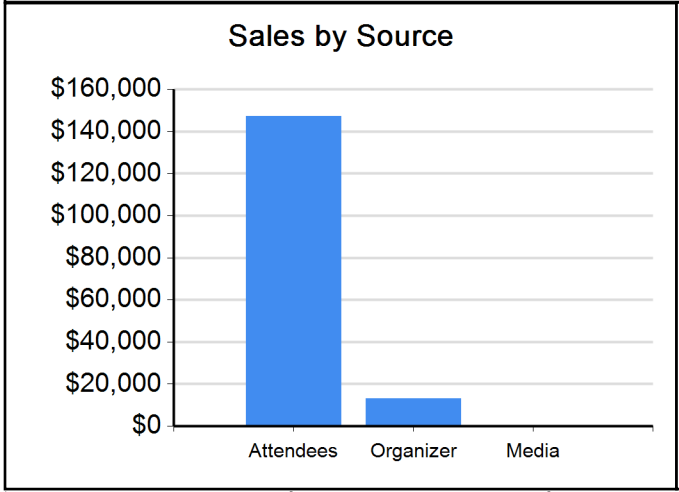
Sincerely,
*Tammy McCann*
Deputy Tax Collector

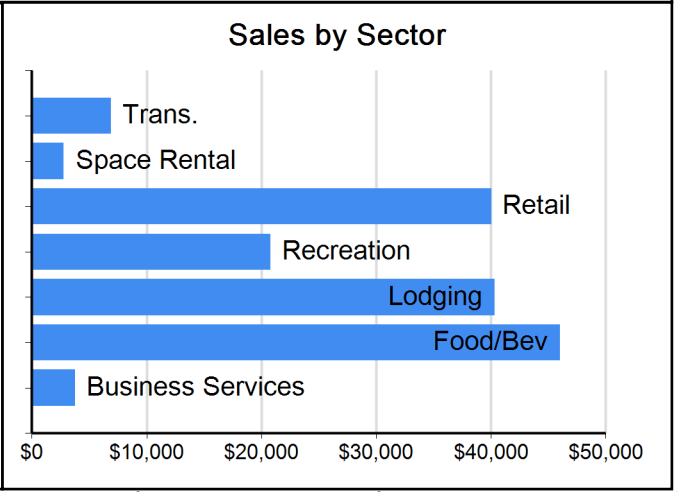
# Event Impact Summary

**Destination: Ocala/Marion County Visitors & Convention Bureau**

| Event Parameters | | Key Results | |
|---|---|---|---|
| Event Name: | Patriot Games Invitational | Business Sales (Direct): | $160,652 |
| Organization: | ProAm Sports Association Inc | Business Sales (Total): | $233,238 |
| Event Type: | Adult Amateur | Jobs Supported (Direct): | 101 |
| Start Date: | 7/25/2026 | Jobs Supported (Total): | 116 |
| End Date: | 7/26/2026 | Local Taxes (Total): | $6,162 |
| Overnight Attendees: | 259 | Net Direct Tax ROI: | $1,321 |
| Day Attendees: | 666 | Estimated Room Demand: | 269 |

## Direct Business Sales




| Industry | Attendees | Organizer | Media/Sponsors | Total |
|---|---|---|---|---|
| Lodging | $40,311 | $0 | $0 | $40,311 |
| Transportation | $6,338 | $537 | $22 | $6,898 |
| Food & Beverage | $39,848 | $6,150 | $0 | $45,998 |
| Retail | $40,043 | $0 | $0 | $40,043 |
| Recreation | $20,817 | $0 | $0 | $20,817 |
| Space Rental | $0 | $2,791 | $0 | $2,791 |
| Business Services | $0 | $3,781 | $12 | $3,794 |
| TOTAL | $147,358 | $13,260 | $34 | $160,652 |

# Event Impact Details

**Destination: Ocala/Marion County Visitors & Convention Bureau**

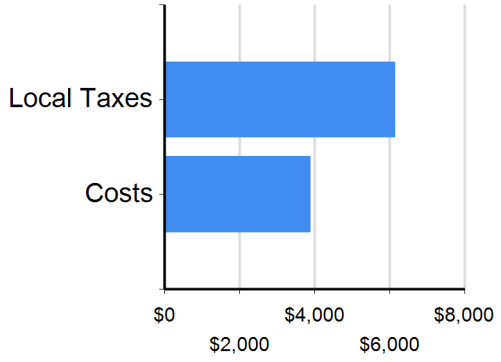
Event Name: Patriot Games Invitational 2026
Organization: ProAm Sports Association Inc

## Economic Impact Details

| | Direct | Indirect/Induced | Total |
|---|---|---|---|
| **Business Sales** | $160,652 | $72,586 | $233,238 |
| **Personal Income** | $47,289 | $18,274 | $65,563 |
| **Jobs Supported** | | | |
| Persons | 101 | 15 | 116 |
| Annual FTEs | 2 | 0 | 2 |
| **Taxes and Assessments** | | | |
| Federal Total | $13,793 | $5,880 | $19,673 |
| State Total | $11,207 | $2,308 | $13,516 |
| sales | $8,508 | $1,089 | $9,597 |
| income | $0 | $0 | $0 |
| bed | $0 | - | $0 |
| other | $2,699 | $1,219 | $3,918 |
| Local Total (excl. property) | $5,221 | $941 | $6,162 |
| sales | $2,127 | $272 | $2,399 |
| income | $0 | $0 | $0 |
| bed | $1,612 | - | $1,612 |
| per room charge | $0 | - | $0 |
| tourism district | $0 | - | $0 |
| restaurant | $0 | $0 | $0 |
| other | $1,481 | $669 | $2,151 |
| property tax | $2,914 | $847 | $3,761 |

## Event Return on Investment (ROI)

| | |
|---|---|
| **Direct local tax ROI (net property taxes)** | |
| Direct Tax Receipts | $5,221 |
| DMO Hosting Costs | $3,900 |
| Direct ROI | $1,321 |
| Net Present Value | $1,321 |
| Direct ROI (%) | 34% |
| **Total local tax ROI (net property taxes)** | |
| Total Local Tax Receipts | $6,162 |
| Total ROI | $2,262 |
| Net Present Value | $2,262 |
| Total ROI (%) | 58% |




## Estimated Room Demand Metrics

| | |
|---|---|
| Room Nights (total) | 269 |
| Room Pickup (block only) | 260 |
| Peak Rooms | 136 |
| Total Visitor Days | 935 |

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22777 **Agenda Date:** 5/5/2026 **Agenda No.:** 7.6.2.

**SUBJECT:**
**Request Approval of Tourist Development Council Request for Event Bid Fee (Budget Impact - Neutral; expenditure of $90,000)**

**INITIATOR:**
**Loretta Shaffer, Director**

**DEPARTMENT:**
**Tourist Development**

**DESCRIPTION/BACKGROUND:**
The Tourist Development Council (TDC) seeks funding approval for organizations that have festivals, events, or programs which support the TDC's mission of growing the economy and accelerating prosperity in Marion County through effective destination sales and marketing. The Bid Fee Event Funding Program is intended to position Marion County as a must-experience destination in Florida through bringing quality events and initiatives to Marion County. The following funding contract was recommended for approval by the TDC.

| | |
|---|---|
| Official Strongman Games | $45,000 per event year* |

*The event years will be for 2026 and 2027.

**BUDGET/IMPACT:**
Neutral; expenditure of $90,000. Funding from CP155552-548101.

**RECOMMENDED ACTION:**
Motion to approve the Tourist Development Council funding request and authorize the Chairman and Clerk to execute the attached funding agreements.

# LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Locke (Last) Corry (First) (Dept) Visitors & Convention Bureau - 2870

(Title) Group Sales Supervisor (Phone) 352 434 2800

Signature _____ Date Thursday, March 12, 2026

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☐ New Document ☑ Review & Comment ☐ RESUBMIT LRM No. _____
☑ Approve as to Form ☐ Other

Description of Request

We are requesting a legal review of the bid fee funding contract for the Official Strongman Games hosted by Train Strongman. A word document is available for editing.

For more information or discussion, contact: ☐ Same as above

(Name) Solomon (Last) Samantha (First) (Title) Sales Service Specialist (Phone) 352 438 2815

Agenda Item? ☑ Yes ☐ No

Agenda Deadline Date for **Legal:** _____ Agenda Deadline Date for **Admin:** _____ Agenda Date: 4/21

**Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.**

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2026-195R

Assigned to: ☐ Matthew Guy Minter, County Attorney ☐ Dana E. Olesky, Chief Asst. County Attorney ☑ Thomas Schwartz Asst. County Attorney ☐ Valdoston Shealey Asst. County Attorney

Outcome: Approve as to form.

Date Received:

**RECEIVED**
*By Marion County Attorney-WN at Apr 17, 2026*

Attorney Signature: _____ Date 4/17/26

Staff Signature: _____ 4/17/26 (Completed) Returned: ☑ Department ☐ Admin ☐ _____

Rev 11/22/2023

# AGREEMENT BETWEEN MARION COUNTY AND TRAIN STRONGMAN, LLC

This Agreement is made and entered into by and between Marion County, a political subdivision of the State of Florida, ("County") and **Train Strongman, LLC.** whose address is **1513 Bass Lake Rd Holly Springs, NC 27540-9081** for the **Official Strongman Games** (the "Event/Project").

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, County and Recipient hereto agree as follows:

**Article 1 – The Contract:**

**1.1** The contract between County and Recipient of which this Agreement is a part, consists of the Contract Documents. The Contract Documents are defined as this Agreement, the Bid Fee/ Rights Fee–Funding Policy, the Recipient's submitted application, Certificate of Insurance, and any attachments or addendum thereto. The Contract Documents represent the entire and integrated contract between the parties and supersede prior negotiations, representations or agreements, either written or oral. Recipient acknowledges receipt of a copy of the Contract Documents.

**Article 2 - Contract Sum & Payments:**

**2.1** Recipient acknowledges that it seeks funding for the Event/Project under an approved funding Program (the "Program") governed by County's Tourist Development Council (the "TDC"). The Program permits the expenditure of certain tax revenues in order to promote tourism. Recipient acknowledges that it has reviewed the Program and the Contract Documents and understands that failure to comply with the Program and the Contract Documents shall jeopardize current and future funding. The obligation of County for payment to Recipient is limited to the availability of funds appropriated for this purpose in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**2.2** With regard to the Event/Project, County shall make one payment in full, 60 days in advance of the event start date to the **Train Strongman, LLC.** for the bid fee amount not to exceed **$45,000.00 (forty five thousand dollars and zero cents) per event year – totaling $90,000.00 (ninety thousand dollars and zero cents) for this two (2) year agreement.**

**2.3** Recipient acknowledges that all funds it receives are subject to audit by the Internal Auditor of the Marion County Clerk of Courts or other representatives as County may designate.

**Article 3 – Event/Project Eligibility:**

**3.1** To be eligible for Program funds, the Event/Project shall, in part, comply with the Program objective and provide certain deliverables. This Event/Project was recommended to the Board of County Commissioners by the Tourist Development Council on **February 26, 2026**.

**3.2 Program Objective.**

The Event/Project shall meet the following Program objective, as set forth in Section 125.0104, Florida Statutes:

TOURISM PROMOTION: To promote and advertise tourism in the State of Florida and nationally and internationally; however, if tax revenues are expended for an activity, service, venue, or event, the activity, service, venue, or event shall have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists.

Specifically, to qualify for Program funding the Event/Project shall enhance County's appeal to visitors and support the TDC mission to promote tourism for Marion County.

**3.3 Project Conditions:**

The Project shall adhere to all of the following conditions:

A. Marketing

(1) The OMCVCB logo shall be included on primary promotional materials created directly by Recipient, such as event websites, official promotional pages, and major advertising placements, but shall not be required on all individual creative assets, including but not limited to posters, social media graphics, digital ads, or similar materials.

(2) Any use of OMCVCB branding or the OMCVCB name by Recipient must conform to the requirements of the OMCVCB Brand Toolkit, available at https://www.ocalamarion.com/media/brand-toolkit/ , and any other written brand guidelines issued by OMCVCB to Recipient.

(3) Recipient's obligations under this Marketing section apply only to marketing materials directly created and controlled by Recipient and shall not apply to materials created by partners, sponsors, athletes, media outlets, exhibitors, contractors, or other third parties.

(4) OMCVCB review and approval of marketing materials shall be required prior to publication or production, and Recipient must comply with applicable brand guidelines. Social media posts that only include the accurate tagging of the official OMCVCB social media handle (@OcalaMarion) are exempt from individual approval, however, Recipient must submit an initial example post for verification and approval. All subsequent posts must follow the approved tagging format and guidelines.

(5) Recipient shall make commercially reasonable efforts to ensure compliance with applicable brand guidelines; however, Recipient shall not be responsible for independent third-party content or postings over which it does not exercise direct editorial control.

**3.4 Event/Project Deliverables.**

The Event/Project shall provide evidence satisfactory to County of the successful completion of all of the following deliverables:

A. Schedule

(1) The Event/Project shall take place on **November 19-22, 2026 and November 18-21, 2027, at World Equestrian Center whose address is 1750 NW 80th Ave, Ocala, FL 34482.** This schedule cannot be modified without written prior-authorization from County. Any request by Recipient to alter the schedule must be made in writing and received by County no later than 90 days before the Event/Project is scheduled to begin.

(2) Time of the Essence. Time is of the essence in the performance of the Recipient's obligations under this Agreement.

B. Service to County

(1) The Event/Project shall create paid lodging for County that is subject to the collection of Tourist Development Tax (TDT). Tax exempt or complimentary rooms will not be counted toward the deliverables required through the funding guidelines.

(2) The Event/Project shall create economic activity for County.

**Article 4 – General Responsibilities of Recipient:**

**4.1** Recipient acknowledges and agrees that the obligations, representations, certifications, and assurances of Recipient in this Agreement, including this Article 4, are material terms of this Agreement and County affirmatively relies upon same as part of the consideration in entering into this Agreement. Any breach of a term of this Agreement is a material breach by Recipient.

**4.2** Recipient certifies and assures County that Recipient is knowledgeable of and shall comply with all applicable federal, state, and local laws and regulations in executing the Event/Project and shall include this requirement in all subcontracts pertaining to the Event/Project. Recipient has determined for itself whether it is subject to registration with the Florida Department of State. Recipient agrees to furnish all labor, materials, equipment, and services and shall obtain any and all governmental permits necessary to execute the Event/Project. If any part of the Event/Project is not properly permitted prior to execution or completed without proper permits, the Event/Project will be disqualified for funding.

**4.3** Recipient shall be responsible for its own electricity, water, light, and heat to support the Event/Project, at no cost to County.

**4.4** Recipient shall provide proof of insurance to County obtained with a company or companies authorized to do business in the State of Florida with an A.M. Best Company rating of at least A-. A $1,000,000 Commercial General Liability Insurance Policy is required for the Event/Project along with "Marion County, a political subdivision of the State of Florida, its officials, employees, and volunteers" being named as an Additional Insured on the policy. The term of coverage must include not only all days of the Event/Project, but set up days and take down days as well.

**Listing on Certificate of Insurance should read:**
Marion County, a political subdivision of the State of Florida, its officials, employees, and volunteers
601 SE 25th Avenue
Ocala, FL 34471

During the term of this Agreement, Recipient at its sole expense, shall provide insurance of such a type and with such terms and limits as noted above. Providing and maintaining adequate insurance coverage is a material obligation of Recipient. Recipient's insurance coverage shall be primary insurance as respects to the County for all applicable policies. The limits of coverage under each policy maintained by Recipient shall not be interpreted as limiting Recipient's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in Florida and possess an A.M. Best rating of A-, VII or better, subject to the approval of the COUNTY Risk Management department.
The coverages, limits and/or endorsements required herein protect the primary interests of the County, and these coverages, limits and/or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Recipient against any loss exposures, whether as a result of this Agreement or otherwise.

Marion County Board of County Commissioners, a political subdivision of the State of Florida, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Recipient. The coverage shall contain no special limitation on the scope of protection afforded to the COUNTY, its officials, employees, or volunteers.

**4.5** If the Event qualifies as an "Equine Activity" as defined in Chapter 773, Florida Statutes, the EVENT HOLDER acknowledges that the COUNTY qualifies as an "Equine activity sponsor" as defined in Chapter 773, Florida Statutes; and

(1) The EVENT HOLDER shall include the following warning notice in all registration forms and documents requiring participants' signatures:

WARNING

Under Florida law, an equine activity sponsor or equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.

(2) The EVENT HOLDER shall include the above warning notice in all program guides and any other materials for spectators.

(3) The EVENT HOLDER shall post and maintain at least one sign in a clearly visible location near each entrance to the area in which the Equine Activity will take place with the above warning notice in black letters, with each letter to be a minimum of 1 inch in height, with sufficient color contrast to be clearly distinguishable.

**4.6** Recipient shall only receive funding for eligible expenses, as otherwise provided herein. Any funding advanced and later deemed ineligible for any reason, shall be repaid by Recipient to County within ten (10) days of written request.

**4.7 Recipient shall provide County each of the following, to the satisfaction of County:**

**A. Twenty (20) tickets for promotional use, as well as media passes for use by OMCVCB staff to attend and cover the Event/Project for marketing and public relations purposes;**
**B. OMCVCB banners on site during the Event/Project, to be produced by Recipient**
**C. Inclusion in at least one Event/Project pre/post event email communication to athletes/attendees**
**D. If applicable, recognition of OMCVCB during public address announcements;**
**E. If applicable, Inclusion in press releases;**
**F. Focus group surveys/access for research firm to attend the event;**
**G. Television and/or livestreaming coverage;**
  **a. County shall provide Recipient video graphic secondary or b-roll footage for use in Recipient's broadcast(s);**

**4.8** In the performance of this Agreement, Recipient shall be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of County, thereby making Recipient solely responsible for the means, methods, techniques, sequences, and procedures utilized by Recipient in the full performance of this Agreement.

**4.9** Recipient shall keep records of all transactions related to this Agreement and County shall have the right to review such records. The parties specifically agree that should County request to review such records, Recipient shall produce the records at County's office located at **109 W Silver Springs Blvd., Ocala, FL 34475**, during normal business hours.

**4.10 Audit.**

A. **Subject to Audit.**

All Contract Documents, including this Agreement, contracts between County and Recipient, and any other contracts for the expenditure of TDT revenue, are subject to programmatic and financial audit by the Marion County Clerk of the Court – Internal Auditor, the State of Florida Auditor General, other County staff or authorized personnel or any other governmental representative County may dictate.

B. **Inspection; Public Record.**

All programmatic and financial documents that are part of the Contract Documents are subject to County inspection and made public record.

C. **Additional Information.**

County through the OMCVCB reserves the right to request additional information if deemed necessary during the Term of this Agreement.

D. **Repayment.**

(1) Recipient may be required to repay all or a portion of Grant monies provided should an audit of County records determine ineligibility of any expenditure or upon the occurrence of a default of this Agreement OR if the event does not take place in Marion County for whatever reason.

(2) The Parties expressly and specifically agree that all determinations arising from an audit of County records regarding the eligibility or ineligibility of an expenditure of the Grant funding shall be final and binding.

**4.11 Public Records Compliance.**

A. Recipient acknowledges that any material, including papers, photographs, films, and audio recordings, made or received by County in connection with Recipient's request for Program funding is a public record and subject to public inspection, unless there is a legislatively created exemption that makes it confidential and not subject to disclosure. Therefore, Recipient acknowledges that it cannot dictate to County what material is open to public inspection or the circumstances under which material is deemed confidential.

B. If, under this Agreement, Recipient is providing services and is acting on behalf of County as provided under Section 119.001(2), Florida Statutes, then, Recipient shall comply with public records laws, specifically:

(1) Keep and maintain public records required by County to perform the service;

(2) Upon request from County's custodian of records, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term of this Agreement and following completion of this Agreement if Recipient does not transfer the records to County; and,

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

C. If Recipient fails to provide the public records to County within a reasonable time or otherwise, Recipient may be subject to penalties under Section 119.10, Florida Statutes and may be subject to unilateral cancellation of this Agreement by County.

D. **IF RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119,**

**FLORIDA STATUTES, TO RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Public Relations**
**601 SE 25th Ave.**
**Ocala, FL 34471**
**Phone: 352-438-2300**
**Fax: 352-438-2309**
**Email: PublicRelations@MarionFL.org**

**4.12 Default.**

Default under this Agreement is any failure to comply with a term or condition.

**Article 5 – Indemnification and Liabilities:**

**5.1** To the fullest extent permitted by law, Recipient shall indemnify, defend, and hold harmless County, its officers, board members, agents, representatives, and employees, from and against fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, judgment and awards, and actions of whatever kind or nature, including attorney's fees, costs (and a reasonable attorney's fee and costs on appeal as well as litigating the issue of the amount of fees to be awarded) , and damages (including, but not limited to, actual and consequential damages, personal injury, bodily injury, sickness, disease or death, and injury to or destruction of tangible property including loss of use resulting therefrom), arising out of or resulting any action or inaction of guests, invitees, participants, spectators, or Recipient, or in any way a result of the Event/Project or the use of County facilities, equipment, or property.

**5.2** Recipient expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Recipient shall in no way limit the responsibility to indemnify, keep and save harmless and defend County and its officers, board members, employees, agents, and instrumentalities. Nothing herein this Agreement shall not be construed in any way to alter County's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes (2022).

**5.3** Recipient acknowledges that County, through the TDC, is only a financial contributor to the Event/Project and not a promoter or co-sponsor and County shall not be responsible for any debt incurred or liability issues that may occur in any way related to the Event/Project.

**Article 6 – Term; Termination of this Agreement:**

**6.1 Term.**

The term of this Agreement begins on the date of the last signature below and ends on the **60th calendar day** after the final date scheduled for the Event/Project (the "Term").

**6.2 Termination.**

The County may terminate this Agreement at any time, with or without cause. Cause for termination is defined as a material breach of this Agreement by the Recipient, including but not limited to failure to perform required obligations, violation of applicable laws or regulations, or failure to cure any default within a reasonable period after written notice from the County specifying such breach. The Recipient may

terminate this Agreement for cause, defined as a material breach by the County, subject to prior written approval by the County. Termination does not relieve the Recipient of any obligations to third parties, including the facility, vendors, or other service providers, that exist prior to the termination date, and the County's determination of cause shall be final and binding on the Recipient.

**Article 7 – Photo/Likeness Release Form:**
**7.1**

Recipient acknowledges that the purpose of the Program and the award of Program funding to Recipient are, in part, to promote County. Recipient grants to County a non-exclusive, royalty-free license to use excerpts and clips of any length from the official livestream recording of the Event/Project produced by or on behalf of Recipient (the "Livestream Recording"), as well as photographs taken by official event photographers retained or authorized by Recipient (collectively, the "Authorized Media"), solely for County's promotional, informational, and reporting purposes related to the Event/Project and County.

County may use an unlimited number of clips from the Livestream Recording; however, County shall not reproduce, distribute, post, broadcast, stream, or otherwise make available the Livestream Recording in its entirety. County further agrees not to use the Livestream Recording, or any compilation of clips, in a manner that would reasonably be deemed to substitute for, replicate, or compete with the original Livestream Recording or its intended distribution channels.

This license applies only to the final produced Livestream Recording and photographs captured by official event photographers authorized by Recipient. It does not include raw video footage, outtakes, recordings, or images created by third-party videographers, media outlets, sponsors, athletes, partners, spectators, or any other individuals or entities not directly retained or authorized by Recipient as official photographers or livestream producers.

All right, title, and interest in and to the Authorized Media remain the property of Recipient or the respective content owners. No ownership rights are transferred to County under this Agreement, and County shall not copyright, register, or otherwise claim ownership of the Authorized Media.

Recipient represents that it has secured the necessary rights to grant the license described herein for the Authorized Media and will indemnify and hold County harmless from any third-party claims arising solely from County's authorized use of the Authorized Media in accordance with this Agreement.

Any use beyond the scope expressly permitted herein shall require Recipient's prior written consent.

**Article 8 - Scrutinized Companies pursuant to §287.135, F.S.:**
**8.1 Certification.**

A. If this Agreement is for One Million Dollars or more, Recipient certifies that at the time it submitted its application or proposal for this Agreement or before entering into this Agreement or renewing same, Recipient was not then and is not now:
   (1) On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
   (2) Engaged in business operations in Cuba or Syria.
B. If this Agreement is for any amount, Recipient certifies that at the time it submitted its application or proposal for this Agreement or before entering into this Agreement or renewing same, Recipient was not then and is not now:

(1) On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
(2) Engaged in a boycott of Israel.

**8.2 Termination, Threshold Amount.**

County may, entirely at its option, terminate this Agreement if it is for One Million Dollars and Recipient Meets any of the following criteria.

A. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and Recipient is found to meet any of the following prohibitions:
   (1) Submitted a false certification as provided under Section 287.135(5), F.S., or
   (2) Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
B. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and Recipient is found to meet any of the following prohibitions:
   (1) Submitted a false certification as provided under Section 287.135(5), F.S.;
   (2) Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
   (3) Been engaged in business operations in Cuba or Syria.
C. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and Recipient is found to meet any of the following conditions:
   (1) Submitted a false certification as provided under Section 287.135(5), F.S.;
   (2) Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
   (3) Been engaged in business operations in Cuba or Syria; or
   (4) Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
D. Was entered into or renewed on or after July 1, 2018, and Recipient is found to meet any of the following prohibitions:
   (1) Submitted a false certification as provided under Section 287.135(5), F.S.;
   (2) Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
   (3) Been engaged in business operations in Cuba or Syria.

**8.3 Termination, Any Amount.**

County may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria

A. Was entered into or renewed on or after July 1, 2018, and
B. Recipient is found to have been placed on the Scrutinized Companies that Boycott Israel List, created Pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

**8.4 Comply; Inoperative.**

The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Article 8 become inoperative on the date that Federal law ceases to Authorize the State of Florida to adopt and enforce such contracting prohibitions.

**Article 9 - Discriminatory Vendor List and Convicted Vendor List:**

**9.1** Recipient certifies and assures County that Recipient has never been placed on the Discriminatory Vendor List pursuant to Section 287.134, Florida Statutes, or the Convicted Vendor List pursuant to Section 287.133, Florida Statutes, following a conviction for public entity crime. Recipient acknowledges that those that have been placed on either list may not transact business with any public entity with certain conditions for a period of 36 months

from the date of being placed on the Discriminatory Vendor List or the Convicted Vendor List.

**Article 10 – Governing Law, Venue, Waiver of Right to Jury Trial:**

**10.1** This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County and (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial.

**Article 11 - Severability.**

**11.1** Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.

**Article 12 - Waiver.**

**12.1** No waiver of any default by any Party shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give another Party any contractual right by custom, estoppel, or otherwise.

**Article 13 - Rights of Third Parties.**

**13.1** Nothing in the Agreement, whether express or implied, is intended to confer any rights or remedies under or because of the Agreement on any persons other than the Parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in the Agreement is intended to relieve or discharge the obligation or liability of any third persons to any Party to the Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any Party to the Agreement.

**Article 14 – Transacting Business in Florida:**

**14.1** As of the date of entering this Agreement, Recipient represents that Recipient has been issued a certificate of authority issued by the Florida Department of State, required to transact business in Florida, pursuant to Section 607.1501, Florida Statutes, or a determination has been made by Recipient and its legal advisor that performance of this Agreement will not require any act constituting transacting business in Florida.

**14.2** In the event County, at its sole discretion, determines that Recipient is transacting business in Florida without a certificate of authority issued by the Florida Department of State, County may immediately terminate this Agreement. In the event of such termination, Recipient shall immediately repay all amounts provided to Recipient under this Agreement.

**Article 15 - Sovereign Immunity:**

**15.1** **Sovereign Immunity.** Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided County pursuant to Florida law. Notwithstanding anything to the contrary set forth in the Agreement, County's obligation to indemnify Recipient, if any, for any reason or purpose, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes (2023). Notwithstanding anything to the contrary set forth in the Agreement, all liability of County shall be limited to the limits set forth in 768.28,

Florida Statutes (2023), whether sounding in contract, tort or otherwise. This Article 15 shall survive the termination of the Agreement.

**Article 16: - Survival:**

**16.1 Survival.**

Recipient's obligations and liabilities for Reporting (Article 2); Service to County (Article 3); Record Keeping (Article 4); Audit (Article 4); Public Records (Article 4); Indemnification and Liabilities (Article 5); Photo/Likeness Release Form (Article 7); Governing Law, Venue, Waiver of Right to Jury Trial (Article 10); Severability (Article 11); Transacting Business in Florida (Article 14); and Sovereign Immunity (Article 15), shall survive the termination of this Agreement, or any duties or obligations thereunder, and shall be fully binding until any proceeding which may be brought under this Agreement is barred by the applicable statute of limitations. In addition, any other provisions, or parts thereof, of this ATC which, by their nature, should survive termination or cancellation shall survive.

**Article 17: Force Majeure**

**17:1** No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)") that frustrates the purpose of this Agreement: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; (k) shortage of adequate medical supplies and equipment; (l) shortage of power or transportation facilities; and (m) other similar events beyond the reasonable control of the Impacted Party.

**Article 18 - Legal Counsel:**

**18.1** Each Party recognizes that this is a legally binding contract and acknowledges and agrees that they have each had the opportunity to consult with legal counsel of their choice. Recipient agrees and acknowledges that it has read and understands this Agreement, is entering into it freely and voluntarily, and has been advised to seek counsel prior to entering into this Agreement and has had ample opportunity to do so.

**THIS SPACE IS INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the parties have entered into this Agreement by their duly authorized officers on the date of the last signature below.

ATTEST:
**MARION COUNTY**, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

_____
GREGORY C. HARRELL
CLERK OF COURT

DATE: _____

BY: _____
CARL ZALAK III
CHAIRMAN

DATE: _____

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY
BCC APPROVED:

For: _____
MATTHEW MINTER
COUNTY ATTORNEY

ACCEPTANCE DATE: 4/17/26

**Train Strongman, LLC.** **(Recipient)**

By: _____

Printed Name: **Lynn Morehouse**

Its: President

Date: 04/20/2026

STATE OF Florida

COUNTY OF Marion

The forgoing instrument was acknowledged before me by means of ☐ physical presence or ☑ online notarization this 20 day of April, 2026 by Lynn Morehouse (name of officer, manager, or agent), the President (title) of **Train Strongman, LLC** (name of entity acknowledging), a North Carolina (state or place of formation) entity, on behalf of whom this instrument was executed. He/she is personally known to me or has produced US Passport 581136199 (type of identification) as identification.

Notarized online using audio-video communication

ELECTRONIC NOTARY PUBLIC
STATE OF FLORIDA

Samantha Solomon
Electronic Notary Public
State of Florida
Commission #: HH596845
Commission Expires: 09/28/2028

Samantha Solomon

(Notary Signature and Notary Seal)

Samantha Solomon

(Name of Notary Typed, Printed or Stamped)

Commission Expires: 09/28/2028

## *Exhibit A*

## *Room Night Generating Events*

### *Funding Program Guidelines*

The Ocala/Marion County Visitors and Convention Bureau (OMCVCB) recognizes events are a major contributor to the overall tourism economy. In order to develop event related tourism, the OMCVCB has put in place these Funding Program Guidelines for events seeking funding. This funding program is conducted in accordance with applicable federal, state and local policies. The Florida State Legislature enacted the Local Option Tourist Development Act (Section 125.0104, Florida Statutes) in response to the growing need of Florida counties to provide additional revenue sources for tourist development in an effort to stimulate the local economy. The Marion County Tourist Development Council (TDC) was created pursuant to Marion County Resolution 04-R-44, as a result of the 2004 passage of the 2% Tourist Development Tax (TDT) and subsequent passage of an additional 2% TDT in 2015, and operates in accordance with Florida State Statute 125.0104. The Tourist Development Tax Revenues are designated to promote Ocala/Marion County as a preferred visitor destination.

**ROOM NIGHT GENERATING EVENT FUNDING CRITERIA - STATEMENT OF PAYMENT POLICIES**

Funding will be provided as a reimbursement in direct correlation for room nights generated and approved eligible expenses. For each verified room night, a rebate will be eligible to the Event planner. The rebate schedule for the year will be as follows:

**Quarter 1 (Q1): January – March - $5 rebate per verified room night**

**Quarter 2 (Q2): April – June - $10 rebate per verified room night**

**Quarter 3 (Q3): July – September - $15 rebate per verified room night**

**Quarter 4 (Q4): October – December - $10 rebate per verified room night**

* The applicable rebate rate is determined based on the event dates, not the submission date of the funding application.

** If the event dates span two or more quarters, the rebate rate will be determined individually, using specific STR data to assess the timeframe and allocate the event to the appropriate quarter.

*** Requests for a higher amount will be evaluated on a case-by-case basis. For consideration, the applicant must have a contracted housing bureau ensuring a verifiable tracking method for ALL room nights associated with the event. This provision is not available for any events taking place in Q1 (Jan.-Mar.).

Any Event that estimates producing less than 250 verified room nights will not be eligible to apply. Additionally, reimbursement amounts will be capped at the figure requested on the application and approved by the Marion County Board of County Commissioners. No amounts will be increased retroactively. The maximum funding for any Event by this Program is not intended to exceed $10,000 during Q1 and $25,000 during Q2, Q3 and Q4.

**APPLICATION DEADLINE AND GUIDELINES**

Applicants seeking funding under this program will not be eligible to apply for funding through any other programs offered by the OMCVCB for the same room-generating event. Applications must be submitted to the OMCVCB no later than 120 days prior to the start date of the event. Completed applications will be date stamped and reviewed by the OMCVCB in the order received. If the event qualifies for room night generating funding, the funding request will be presented to the Tourist Development Council (TDC) for review. If recommended by the TDC, the funding request will be presented to the Marion County Board of County Commissioners (MCBCC) for final approval.

The application will be made available as an online fillable version or hard copy upon meeting with the OMCVCB staff. Applicants will be evaluated for funding eligibility based on a number of qualifying criteria such as anticipated number of room nights, estimated economic impact and marketing plan.

A. Incomplete applications will not be considered. Not applicable or N/A must be marked if needed.
B. Applicants must meet with a representative of the Ocala/Marion County Visitors and Convention Bureau (via phone or in person) prior to applying.
C. A complete marketing plan must be included in the application which integrates the promotion of the event to out of county attendees to be considered.
D. Only publicly accessible events are eligible for funding through this program. Events that require registration, membership or ticket purchases may still qualify. Only verified room nights for lodging and accommodations within Marion County are eligible for reimbursement. All lodging accommodations listed by an Applicant may be contacted to confirm the number of room nights generated for the Event.
E. Only rooms subject to Tourist Development Tax shall be credited to reimbursable room nights i.e. rooms exempt from payment of tax or provided on a complementary basis shall be excluded from the final verified room night calculation.
F. All overnight accommodations used in association with the funded event must be appropriately registered with the Marion County Tax Collector's Office to collect applicable Tourist Development Taxes (TDT). Room nights will not qualify toward funding if the property is not compliant with TDT registration requirements or if the accommodations are not subject to TDT collection. Please refer to the following webpage (https://www.mariontax.com/td-home) and Appendix A for additional information about TDT and how to ensure compliance.
G. Expenditures will be eligible for reimbursement only if the expenses were incurred between the time the funding application was submitted and the end of the event. Proof of payment must be provided and may be submitted in the form of a vendor receipt, front and back copy of cleared check, cash receipt, or credit card statement. Written confirmation from a vendor that an expenditure has been paid in full will also be accepted.
H. The OMCVCB may request a 'testimonial' for use on its website (ocalamarion.com) as a condition of reimbursement.
I. If approved for funding, a camera-ready logo will be provided upon execution of the funding contract. Proofs of all marketing/promotional materials with the logo block must be submitted to marketing@marionfl.org prior to production.
J. Applicant is to have a designated contact(s) (Designee) for the duration of the funding process. The Designee will be responsible for submitting all application documents as well as follow up documentation needed prior to and following the Event.

K. Any funds granted will be subject to audit by the Marion County Clerk of the Court – Internal Auditor or other representative the County may designate. Any expenditure deemed ineligible as a result of an audit shall be repaid by Applicant to the OMCVCB within 30 days of written demand.

L. Applicant must provide proof of insurance to County obtained with a company or companies authorized to do business in the State of Florida with an A.M. Best Company rating of at least A- (A minus). A $1,000,000 Commercial General Liability Insurance Policy is required for the Event along with "Marion County, a political subdivision of the State of Florida, its officials, employees, and volunteers" being named as an Additional Insured on the policy. The term of coverage must include not only all days of the Event, but set up days and take down days as well.

M. Should an Applicant be approved for funding, Applicant will be required to execute its Event in full compliance with all applicable Federal, State and local laws and regulations. A successful Applicant will be required to expressly certify to this compliance in a written funding contract and to be responsible for such compliance by any subcontractor.

N. Marion County cannot provide Applicant legal advice and it is strongly recommended that any Applicant consult its attorney before requesting funding.

O. If approved for funding by the MCBCC, applicants will be required to sign a written funding contract outlining specific deliverables and additional terms of funding.

Applicants will be notified of the TDC meeting at which their application is scheduled for review and are required to attend either in person or virtually. However, applicants are not required to attend the MCBCC meeting where their application is scheduled for final review.

**REIMBURSEMENT/ACCOUNTABILITY**

Within 60 days after the completion of the Event, Applicant must submit:

1. Eligible reimbursable expenses (with proof of payment and copy of event collateral displaying approved OMCVCB logo block).
2. Invoice for TDC/BCC approved funds (addressed to Ocala Marion/County Visitors and Convention Bureau) and all supporting reimbursement documentation.
3. All hotel room nights generated by the event. This includes all staff, competitors, volunteers, spectators, officials, etc. that stayed in paid accommodations. Rooms nights must be verified directly by a lodging/accommodation site. If a complete and accurate reimbursement request is not submitted within 90 days following the completion of the event, the approved funds will be forfeited.

**ELIGIBLE USE OF FUNDS**

The following is a list of how Tourist Development Funds are to be used to promote tourism for Marion County.

1. Promotional/Marketing Expense - These expenses must include the OMCVCB logo or utilize the OMCVCB name.
    a. Promotional expenses in conjunction with the room night generating Event to increase participation and bring out-of-county visitors that will stay in overnight accommodations and generate Tourist Development Tax within Ocala/Marion County as a result of the room night generating Event.
    b. Advertising and publicity outside of the Marion County area to increase participation, attendance and awareness of the room night generating Event and generate hotel room nights:
        - Print
        - Radio
        - Online/Social Media Advertising
        - Television Advertisements
        - Outdoor Signage/Banners
        - Poster/Flyers/Brochures
        - Media Events
        - Direct Mail
        - Event Banners
        - Printing Collateral
        - Live-Streaming production expense of the Event

    c. Artwork- Graphic Design – The OMCVCB logo block and name inclusive on all digital and printed material associated with the room night generating Event and listed as a sponsor of the room night generating Event including t-shirts, room night generating Event merchandise, and or give away items.
2. Operational Expense
   Operational expenses are attributed purely to the development/production of the room night generating event that specifically targets and promotes out-of-county visitors to come to Marion County.
    A. Sanction fee/ Rights holder fees
    B. Rental fees for publicly-owned event venues/facilities.
    C. Event specific rental items.
    D. Room night generating Event related judges, officials, or umpires.
    E. Additional necessary operational expenses, as approved per Florida State Statute 125.0104, and indicated in the final motion to approve funding.

**INELIGIBLE USES OF FUNDS**

**FUNDS MAY NOT BE USED FOR:**

1. Prize money, scholarships, awards, plaques, trophies, certificates;
2. Privately-owned event venues/facilities.
3. Marketing/Promotional materials that do not include the Ocala/Marion County Visitors and Convention Bureau logo block;
4. Any and all travel expenses. (includes, but is not limited to, car rental fees, airline tickets, hotels, food, luggage fees, etc.);
5. Private entertainment, food, beverages, or any type of concession;
6. Annual operating expenditures;
7. Legal, engineering, accounting, auditing, planning, feasibility studies or other consulting services;
8. Employee salaries;
9. Real property or capital improvements to facilities;
10. Tangible personal property including but not limited to items reusable outside of the Event operations such as clipboards, radios, office furnishings, or equipment;
11. Interest or reduction of deficits and loans;
12. Expenses incurred or committed outside the event period – which begins on the date the funding application is submitted and ends on the final day of the event.
13. Advertising and promotional materials distributed after the Event.
14. Receptions or social functions other than those specifically designed for pre-event media promotional purposes;
15. Sales tax;
16. Website design not specific to the room night generating Event;
17. Ongoing or annual facility maintenance;
18. Items required or services offered by the rented facility that are not expended or consumed by the Event.
19. The provision of regular or additional law enforcement protection at the Event.

**RFP DISTRIBUTION AND ROOM NIGHT TRACKING**

Room nights can be verified using the room night certification form, a room night pick-up report, a housing bureau pick-up report, or email correspondence from lodging providers. If the applicant intends to use an alternate form of verification, the OMCVCB must be notified in advance for approval of the proposed tracking method. A minimum of 250 room nights will need to be verified in order to be eligible to receive any funding.

**For all Events that are funded by the OMCVCB, the following procedure must take place to secure hotel accommodations:**

1. Applicant must include the OMCVCB logo block and link www.ocalamarion.com on the Event website.
2. If no host or overflow hotel has been identified, a hotel Request for Proposal (RFP) must be sent out via the OMCVCB office in order to secure hotel rooms for the Event.
3. If a host or overflow hotel has been identified, it must be disclosed in this application.
4. When the applicant has selected the participating hotel(s) from the RFP responses, Applicant must notify the OMCVCB. It is the responsibility of Applicant to establish a system with the hotel to track and document all Event related room nights.
5. The applicant may list any number of 'participating hotels' on the event website and may include any amount of information about these hotels, such as pictures, amenities, and other details, as long as the listed hotels are located in Marion County.
6. When using the Room Night Certification Form this form needs to be filled out and signed by an authorized representative of the lodging partner. An alternative verification method will be considered but the Certification Form is preferred. The Room Night Certification form will be provided to the applicant upon request.

**Copies of the following items should be attached to your application:**

- List of Applicant's current Officers and/or Board members (if available).
- Applicant's W-9 tax form for post-event reimbursement.
- Overall marketing plan for the room night generating Event.

GEORGE ALBRIGHT, MARION COUNTY TAX COLLECTOR 352-368-8209
TOURIST DEVELOPMENT 352-368-8112
PO BOX 63
OCALA, FLORIDA 34478-0063

The Tourist Development Tax is a 4% charge on the revenue collected on the rental of any living quarters or accommodation in a hotel, apartment, motel, vessel, condominium, mobile home, time-share, cottage, or a single or multi-family dwelling that is rented for a period of six months or less.

Marion County does not have a contact with any of the rental platforms (Airbnb, VRBO, Home away, etc.), therefore it is the property owner's responsibility to pay the 4% Tourist Tax for Marion County.

Pursuant to Florida Statute 212.15(1) taxes are due the first day of the succeeding month and will be delinquent on the 21st of such month.

As the property owner it is your responsibility to pay your tourist tax each reporting period in a timely manner. If you have zero rentals you are responsible for filing a zero return each period you have no rentals.

A 10% penalty or a minimum late fee of $50 and daily interest rate will be changed per reporting period for noncompliance.

Payments may be made online at https://www.mariontax.com/TouristLogin.asp or via mail.

| Example of how to calculate the Tourist Development tax: | | |
|---|---|---|
| 1. Gross Rental Receipts | $ | Enter the total amount of rental for the reporting period. |
| 2. Minus(-) Exempt Rental Receipts | $ | Enter any rental exempt from the Tourist Development Tax. |
| 3. (=) Taxable Rental Receipts | $ | Enter amount of taxable rentals (Line 1 minus (-) Line 2). |
| 4. Total Tax Collected 4% | $ | Enter the total of Tourist Tax collected with is 4% of Line 3. |
| 5. Adjustments (if applicable) | $ | Enter any Over/Under Payments from previous reporting periods. |
| 6. Total Tax Due | $ | Enter the total of Line 4, plus/minus (+/-) Line 5. |
| 7. Minus(-) Collection Allowance | $ | Enter 2.5% of first $1,200 of Line 6 if this return is filed within 20 days from the last of the reporting month, $30 maximum. |
| 8. Plus(+) Penalty | $ | If delinquent, enter 10% of the amount of Line 6 or $50, whichever is greater. |
| 9. Plus(+) Interest | $ | The interest rate is variable. You will need to contact our office at (352) 368-8209 for instructions. |
| 10. (=) Total Amount Due | $ | Enter total due with return, add (+) Line 6, minus (-) Line 7, plus (+) Line 8, plus (+) Line 9. |

Any question, please email tmccann@mariontax.com or call 352-368-8209.

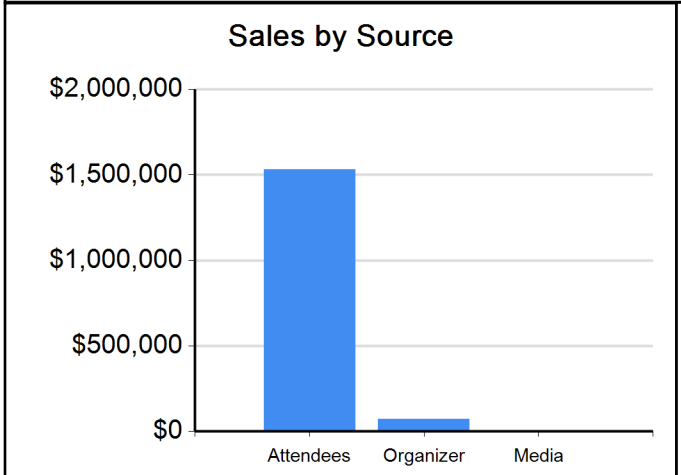
Sincerely,
*Tammy McCann*
Deputy Tax Collector

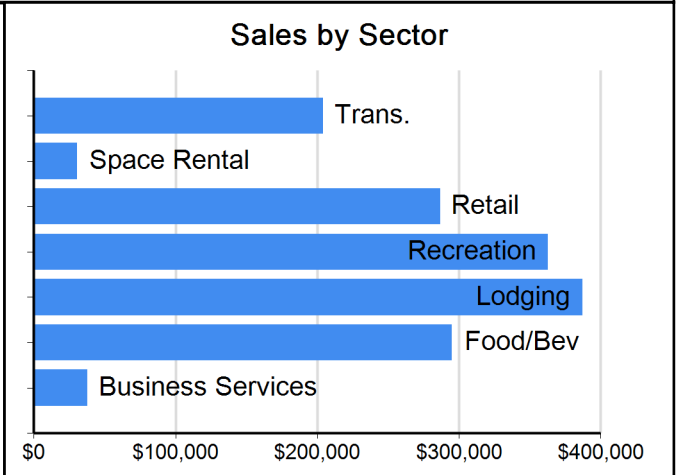
# Event Impact Summary

**Destination: Ocala/Marion County Visitors & Convention Bureau**

| Event Parameters | | Key Results | |
|---|---|---|---|
| Event Name: | Official Strongman Games | Business Sales (Direct): | $1,604,500 |
| Organization: | Train Strongman LLC | Business Sales (Total): | $2,337,041 |
| Event Type: | Championships | Jobs Supported (Direct): | 441 |
| Start Date: | 11/19/2026 | Jobs Supported (Total): | 514 |
| End Date: | 11/22/2026 | Local Taxes (Total): | $61,755 |
| Overnight Attendees: | 1260 | Net Direct Tax ROI: | $7,254 |
| Day Attendees: | 315 | Estimated Room Demand: | 2,048 |

## Direct Business Sales




| Industry | Attendees | Organizer | Media/Sponsors | Total |
|---|---|---|---|---|
| Lodging | $387,064 | $0 | $0 | $387,064 |
| Transportation | $203,886 | $0 | $131 | $204,017 |
| Food & Beverage | $291,166 | $3,911 | $0 | $295,077 |
| Retail | $286,766 | $0 | $0 | $286,766 |
| Recreation | $362,924 | $0 | $0 | $362,924 |
| Space Rental | $0 | $30,750 | $0 | $30,750 |
| Business Services | $0 | $37,606 | $295 | $37,901 |
| TOTAL | $1,531,807 | $72,267 | $426 | $1,604,500 |

# Event Impact Details

**Destination: Ocala/Marion County Visitors & Convention Bureau**

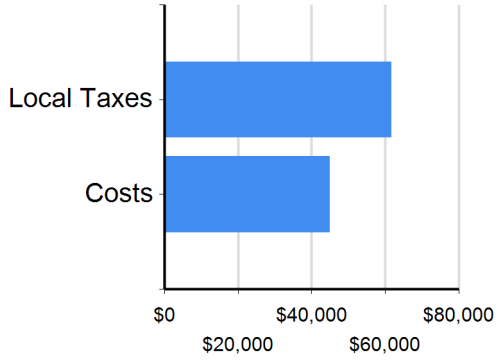
Event Name: Official Strongman Games 2026
Organization: Train Strongman LLC

## Economic Impact Details

| | Direct | Indirect/Induced | Total |
|---|---|---|---|
| **Business Sales** | $1,604,500 | $732,541 | $2,337,041 |
| **Personal Income** | $481,604 | $187,942 | $669,546 |
| **Jobs Supported** | | | |
| Persons | 441 | 72 | 514 |
| Annual FTEs | 17 | 3 | 19 |
| **Taxes and Assessments** | | | |
| Federal Total | $138,818 | $59,737 | $198,556 |
| State Total | $114,864 | $23,295 | $138,159 |
| sales | $87,908 | $10,988 | $98,897 |
| income | $0 | $0 | $0 |
| bed | $0 | - | $0 |
| other | $26,956 | $12,307 | $39,263 |
| Local Total (excl. property) | $52,254 | $9,501 | $61,755 |
| sales | $21,977 | $2,747 | $24,724 |
| income | $0 | $0 | $0 |
| bed | $15,483 | - | $15,483 |
| per room charge | $0 | - | $0 |
| tourism district | $0 | - | $0 |
| restaurant | $0 | $0 | $0 |
| other | $14,794 | $6,754 | $21,548 |
| property tax | $29,107 | $8,578 | $37,686 |

## Event Return on Investment (ROI)

| | |
|---|---|
| **Direct local tax ROI (net property taxes)** | |
| Direct Tax Receipts | $52,254 |
| DMO Hosting Costs | $45,000 |
| Direct ROI | $7,254 |
| Net Present Value | $7,254 |
| Direct ROI (%) | 16% |
| **Total local tax ROI (net property taxes)** | |
| Total Local Tax Receipts | $61,755 |
| Total ROI | $16,755 |
| Net Present Value | $16,755 |
| Total ROI (%) | 37% |




## Estimated Room Demand Metrics

| | |
|---|---|
| Room Nights (total) | 2,048 |
| Room Pickup (block only) | 1,790 |
| Peak Rooms | 467 |
| Total Visitor Days | 5,754 |

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22329 **Agenda Date:** 5/5/2026 **Agenda No.:** 7.7.1.

**SUBJECT:**
**Request Approval of Amendment to the Purchase Agreement and Escrow Agreement with C & K Investments Ocala, LLC Related to the Construction of a Left Turn Lane on County Road 42 Associated with Previously Acquired Property (Budget Impact - Neutral)**

**INITIATOR:**
**Steven Cohoon, PE, County Engineer**

**DEPARTMENT:**
**Office of the County Engineer**

**DESCRIPTION/BACKGROUND:**
This item requests approval of an Amendment to the Purchase Agreement and Escrow Agreement between Marion County and C & K Investments Ocala, LLC. related to property previously acquired by the County. Under the original Purchase Agreement dated December 19, 2023, the seller agreed to construct a left turn lane on County Road 42 at the entrance to their development, and to ensure completion of the improvement, $300,000 of the purchase price was placed in escrow with an escrow agent.

The parties have since determined that it would be in the best interest of both parties for Marion County to construct the left turn lane instead of the seller. An engineer's estimate prepared for the improvement, including a contingency for potential overruns, totals approximately $171,222.48.

The proposed amendment modifies the original agreement to relieve the seller of the obligation to construct the turn lane and provides for the appropriate release and application of the escrowed funds toward construction of the improvement.

**BUDGET/IMPACT:**
Neutral; escrow funds previously held in the amount of $300,000 will be reduced to $171,222.48 and applied toward the construction of the turn lane improvement.

**RECOMMENDED ACTION:**
Motion to approve the Amendment to the Purchase Agreement and Escrow Agreement with C & K Investments Ocala, LLC for the construction of a left turn lane on County Road 42 and authorize the Chairman and Clerk to execute the amendment.

# LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Pool (Last) Aaron (First) (Dept) Office of the County Engineer - 1165

(Title) Land Development Manager (Phone) 8338

Signature Aaron Pool Date Tuesday, March 3, 2026

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for:
- ☐ Draft Document
- ☐ Approve as to Form
- ☐ RESUBMIT LRM No. 2025-1361
- ☑ Legal Opinion
- ☐ Other

Description of Request

Please see revised agreement from Jimmy Gooding addressing Linda Blackburn's comments.
C&K Agreement

For more information or discussion, contact: ☑ Same as above

(Name) (Last) (First) (Title) (Phone)

Agenda Item? ☑ Yes ☐ No Agenda Date: TBD

Agenda Deadline Date for **Legal:** Agenda Deadline Date for **Admin:**

**Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.**

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2025-1361 RESUBMIT

Assigned to:
- ☐ Matthew Guy Minter, County Attorney
- ☐ Dana E. Olesky, Chief Asst. County Attorney
- ☒ Linda Blackburn Asst. County Attorney
- ☐ Thomas Schwartz Asst. County Attorney
- ☐ Valdoston Shealey Asst. County Attorne

Date Received:

Outcome:
- ☐ Approved as to form and legal sufficiency
- ☑ Approved with revisions: ☐ Suggested ☑ Completed
- ☐ Other:

Attorney Signature: Linda A Blackburn Date 3/4/2026

Staff Signature: Completed Date: 030526 Returned: ☒ Department ☐ Admin ☐

Rev2 03/19/2025

**AMENDMENT TO**
**PURCHASE AGREEMENT AND TO ESCROW AGREEMENT**

THIS AMENDMENT TO PURCHASE AGREEMENT AND TO ESCROW AGREEMENT ("Amendment") is executed by and between:

- Marion County, a political subdivision of the State of Florida ("County");
- C & K Investments Ocala, LLC, a Florida limited liability company ("Seller"); and
- Candace McCoy, Affiliated Title of Central Florida, LTD, a Florida limited partnership ("Escrow Agent").

**WHEREAS**:

A. On or about March 21, 2024, and as evidenced by a *General Warranty Deed* recorded in OR Book 8281, Page 413, Public Records of Marion County, Florida, Seller sold to County the real property ("Property") described in the attached **Exhibit A** pursuant to a *Purchase Agreement* (the "Purchase Agreement") dated December 19, 2023.

B. Pursuant to the Purchase Agreement: (a) Seller agreed to construct a left turn lane (the "Left Turn Lane") on County Road 42 at the entrance to be provided on the western portion of Marion County Tax Parcel ID Number 48399-007-00; and (b) Seller, County and Escrow Agent entered into an *Escrow Agreement Parcel # 48399-005-00, 48399-006-00, 48399-007-00* (the "Escrow Agreement"). The Purchase Agreement and Escrow Agreement are collectively referred to as the "Existing Agreements."

C. Pursuant to the Escrow Agreement, Three Hundred Thousand and no/100 Dollars ($300,000.00) (the "Escrowed Funds") of the purchase price that would otherwise have been paid to Seller was escrowed with Escrow Agent to serve as assurance for the construction of the Left Turn Lane.

D. The parties have determined that it would be in the best interest of the parties if County, not Seller, constructed the Left Turn Lane.

E. Seller's engineer has prepared, and County has approved, an estimate of the cost of constructing the Left Turn Lane, a copy being attached as **Exhibit B**. Such estimate includes an additional 20% of the estimated cost to cover possible overruns, resulting in a final estimate (the "Estimated Construction Costs") of $171,222.48.

F. County and Seller desire to amend the Purchase Agreement to relieve Seller from the obligation to construct the Left Turn Lane and to provide for the release of the Escrowed Funds to County and Seller pursuant to paragraph 2 below.

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

1. **Construction of Left-Turn Lane.**

1.1. The Purchase Agreement is amended to delete the obligation of Seller set forth in paragraph III.(e) of the Purchase Agreement to construct the Left Turn Lane. Thus, Seller shall have no further obligation concerning such construction.

1.2. Rather, County shall construct the Left Turn Lane as and when required in connection with the development of the Property and the subdivision of *C and K Corner Subdivision* as per plat thereof, recorded in Plat Book 13, page 29, public records, Marion County, Florida, in which the Property is located.

2. **Release of Escrowed Funds.**

2.1. Escrow Agent is directed to disburse the Escrowed Funds of $300,000.00 as follows:

2.1.1. To County, the Estimated Construction Costs of $171,222.48 by check payable to "Board of County Commissioners of Marion County, Florida," and mailed or delivered to the Office of the County Engineer, 412 SE 25th Avenue, Ocala, Florida 34471.

2.1.2. To Seller, the difference between the Escrowed Funds and the Estimated Construction Costs, i.e., $128,772.52, by check payable "C & K Investments Ocala, LLC" and mailed or delivered to Seller, c/o Matt Fabian, 1040 SW 43rd Place, Ocala, FL 34471.

2.2. Following Escrow Agent's disbursal of the Escrowed Funds pursuant to paragraph 2.1 of this Amendment, Escrow Agent shall be relieved of all obligations under the Escrow Agreement and the Escrow Agreement shall be deemed fulfilled and terminated, such that neither party shall have any further obligations thereunder.

2.3. Escrow Agent joins in this Amendment solely in its capacity as Escrow Agent to acknowledge the provisions of this paragraph 2.

3. **Effect on Existing Agreements**. Except to the extent that Escrow Agreement is terminated hereby, the Existing Agreements are not amended or modified. Any reference in an Existing Agreement to "this Agreement," "the Agreement," or similar terms or phrases shall be deemed to refer to the Existing Agreement as amended by this Amendment.

**THEREFORE**, the parties have executed this Amendment effective the date of execution by the last of the parties hereto.

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**SIGNATURES START ON NEXT PAGE**

**COUNTY**

MARION COUNTY, FLORIDA, a political subdivision of the State of Florida, by its Board of County Commissioners

By: _____
Carl Zalak, III, Chair

Date: _____

ATTEST:

_____
Gregory C. Harrell, Clerk of Court and Comptroller

Date: _____

For use and reliance of Marion County only, approved as to form and legal sufficiency:

_____
Matthew Guy Minter, County Attorney

**SELLER**

C & K Investments Ocala, LLC, a Florida limited liability company

By: _____
Harvey Vandeven as Manager

Dated: 3/6/26

**ESCROW AGENT**

Affiliated Title of Central Florida, LTD, a Florida limited partnership

By: _____
Candace McCoy, as Escrow Agent

Date: _____

**EXHIBIT A**
**PROPERTY**

**SEC 30 TWP 17 RGE 23**
**PLAT BOOK 13 PAGE 029**
**C AND K CORNER**
**LOT 5, LOT 6, AND LOT 7**

# EXHIBIT B
# ENGINEER'S COST ESTIMATE OF CONSTRUCTING LEFT TURN LANE

| | |
|---|---|
| PROJECT | C&K 301/42 Turn Lane |
| ADDRESS | MARION COUNTY, FLORIDA |
| Submission | |
| Date of plans | |
| Total Cost Estimate | $171,222.48 |

Tillman & Associates ENGINEERING, LLC.

Website: www.tillmaneng.com
Email: permits@tillmaneng.com
Contact: (352) 387-4540

| SR # | DESCRIPTION | QTY. | UNIT | TOTAL UNIT COST | TOTAL COST | SUBTOTALS |
|---|---|---|---|---|---|---|
| | **GENERAL** | | | | | |
| 1 | MOBILIZATION | 1 | LS | $ 16,000.00 | $ 16,000.00 | |
| 2 | MAINTENANCE OF TRAFFIC | 1 | LS | $ 22,256.40 | $ 22,256.40 | |
| | Sub Total | | | | | $ 38,256.40 |
| | **WESTBOUND LEFT TURN LANE ALONG CR 42** | | | | | |
| 3 | INLET PROTECTION SYSTEM | 3 | EA | $ 170.00 | $ 510.00 | |
| 4 | SEDIMENT BARRIER | 1,104 | LF | $ 2.50 | $ 2,760.00 | |
| 5 | CLEARING AND GRUBING | 0.18 | AC | $ 14,000.00 | $ 2,520.00 | |
| 6 | REMOVAL OF EXISTING CONCRETE PAVEMENT/REMOVAL OF EXISTING CONCRETE | 26 | SY | $ 38.00 | $ 1,003.20 | |
| 7 | EMBANKMENT | 720 | CY | $ 21.00 | $ 15,120.00 | |
| 8 | TYPE B STABILIZATION, 12" | 684 | SY | $ 8.00 | $ 5,472.00 | |
| 9 | SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C | 182 | TN | $ 150.00 | $ 27,360.00 | |
| 10 | ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-9.5, PG 76-22 | 186 | TN | $ 180.00 | $ 33,480.00 | |
| 11 | PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" SD | 12 | LF | $ 205.00 | $ 2,460.00 | |
| 12 | STRAIGHT CONCRETE ENDWALLS, 18", SINGLE, 15 DEGREES, ROUND | 2 | EA | $ 4,060.00 | $ 8,120.00 | |
| 13 | CONCRETE CURB AND GUTTER, TYPE F | 66 | LF | $ 22.00 | $ 1,452.00 | |
| 14 | SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF | 1 | AS | $ 485.00 | $ 485.00 | |
| 15 | THERMOPLASTIC, STANDARD, WHITE, SOLID, 6" | 0.22 | GM | $ 5,800.00 | $ 1,252.80 | |
| 16 | THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" | 30 | LF | $ 18.00 | $ 540.00 | |
| 17 | THERMOPLASTIC, STANDARD, WHITE, ARROW | 4 | EA | $ 170.00 | $ 680.00 | |
| 18 | THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6" | 0.16 | GM | $ 5,900.00 | $ 944.00 | |
| 19 | THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONAL OR CHEVRON | 120 | LF | $ 2.25 | $ 270.00 | |
| | Sub Total | | | | | $ 104,429.00 |
| | | | | TOTAL | $ 142,685.40 | |
| | | | | 120% OF COST ESTIMATE | $ 171,222.48 | |
| TOTAL COST ESTIMATE | | | | | $ 171,222.48 | |

Exclusions:

NOTES:

1) Unless specific above, cost estimate excludes: Permits, Testing, Certified As-builts, Rock Removal, Remove and Replace Unsuitable, Traffic Control, Fencing, Electrical Conduit, Telephone, Cable, Irrigation, and Landscaping.

2) Cost estimate is preliminary and based on historical cost estimate data and contractor coordination.

ROBERT STROUB LICENSE No 102072 STATE OF FLORIDA PROFESSIONAL ENGINEER

Date: 2025.10.23 13:04:27-04'00'

This item has been digitally signed and sealed by **Robert Stroub** on the date adjacent to the seal. Signature must be verified on any electronic copies.

This instrument prepared by:
412 SE 25th Avenue
Ocala, FL. 34471

December 1, 2023

Return to:
Office of County Engineer
412 SE 25th Avenue Bldg 1
Ocala, FL. 34471

Project: Medical Examiner's Office
Project Parcel # N/A
Parcel ID #: 48399-005-00, 48399-006-00, 48399-007-00

# *PURCHASE AGREEMENT*

THIS **AGREEMENT** is made by and between: **C & K INVESTMENTS OCALA, LLC**, having a mailing address of 3910 SW College Rd, Suite 202, Ocala, FL, 34474, hereinafter referred to as the SELLER and **MARION COUNTY**, a political subdivision of the State of Florida for use and benefit of MARION COUNTY, hereinafter referred to as BUYER.

**WITNESSETH**

For and in consideration of the mutual covenants and conditions herein contained, SELLER hereby agrees to sell and BUYER hereby agrees to buy the following property or interest therein, upon the following terms and conditions:

## I. DESCRIPTION

(a) Real estate or interest therein, identified as Parcel ID #s: 48399-005-00, 48399-006-00, 48399-007-00 and further shown on Right of Way Maps and/or Sketch of Description for a Medical Examiner's Office incorporated herein by reference and attached as Exhibit "A".

(x) Fee Simple
( ) Temporary Construction Easement
( ) Permanent Easement
( ) Leasehold Interest

(b) Personal property identified as follows:
N/A

## II. PURCHASE PRICE

(a) Itemized purchase price, fees and costs:

| | |
|---|---|
| Land and Improvements (462,607 sf/10.62 acres) | $ 2,950,000.00 |
| Damages (Severance/Cost-to-Cure) | $ 0.00 |
| Other: N/A | $ 0.00 |
| Other: N/A | $ 0.00 |
| Sub-Total | $ 0.00 |

(b) Amount to be paid by BUYER to SELLER at closing including fees and costs. $ 2,950,000.00

## III. CONDITIONS AND LIMITATIONS

(a) It is mutually understood that this Agreement is contingent to and not binding upon the SELLER or BUYER until ratified and accepted by the Marion County Board of County Commissioners, signed by its Chairman, or Vice-Chair, and attested by the Clerk of the Court. This agreement shall be deemed rejected by BUYER if not ratified and accepted by the Board of County Commissioners and the SELLER acknowledges and agrees that this provision cannot be waived by BUYER or any Agent of BUYER.

(b) SELLER is responsible for all taxes due and owing on the property as of the date of closing and agrees that all current taxes for the year in which this agreement is made on the property acquired shall be prorated and SELLER agrees to pay his and/or her share of said prorated taxes as of the date of closing. BUYER agrees to pay closings costs, such as recording fees, doc stamps and title insurance. The purchase amount is inclusive of all fees and costs associated with the acquisition of the Property. Additionally, any delinquent taxes shall be collected and delivered to the Marion County Tax Collector.

(c) SELLER is responsible for delivering unencumbered title to BUYER at closing. Any sums which BUYER must expend to clear encumbrances shall be deducted at closing from the purchase price shown in Section II. SELLER shall be liable for any existing encumbrances or any encumbrances arising after closing as a result of actions of the SELLER. The terms of this sub-section shall survive the closing.

(d) Any extension of occupancy beyond the date of closing must be authorized by the BUYER in writing. During the period from the date of closing until the SELLER surrenders possession to the BUYER, the SELLER shall exercise diligent care in protecting the property from theft and vandalism. All property, whether real or personal, included in this agreement shall be delivered to BUYER in the same condition existing as the effective date of this agreement, less any reasonable wear and tear.

(e) Other: Seller agrees to construct a left turn lane on County Road 42 for the entrance being developed on the western portion of parcel ID 48399-007-00. Seller also agrees to execute an Escrow Agreement for any outstanding construction work on the left turn lane that is not completed by 12/31/2025.

## IV. CLOSING DATE

(a) This transaction shall be closed and the instrument of conveyance delivered within 90 days of the date of Board of County Commissioners acceptance. The time to close may be extended by BUYER to give SELLER time to cure title defects to deliver marketable fee simple title to the BUYER.

## V. TYPEWRITTEN OR HANDWRITTEN PROVISIONS

(a) Typewritten or handwritten provisions inserted herein or attached hereto as Addenda, and initialed by all parties, shall control all printed provisions in conflict herewith. All Addenda, whether typewritten or handwritten, attached hereto must be referenced and initialed in this section. In addition, all addenda must be signed by both the SELLER and BUYER.

There ( ) is (X) is not an addendum to this agreement.

## VI. ENTIRE AGREEMENT

(a) This agreement shall bind and inure to the benefit of the parties and their successors in interest. This agreement and any exhibits attached hereto constitutes the entire agreement between the BUYER and SELLER, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the property other than those set forth herein. No subsequent alteration, amendment, change, deletion, or addition to this agreement shall be binding upon the BUYER or SELLER unless in writing and signed by both parties.

**IN WITNESS WHEREOF, THE PARTIES** has caused these presents to be executed in their respective name(s).

**WITNESSES:**

(Signature)

GINA P FERANCHEK
(Print or type name)

(Signature)

LISA S GOIDON
(Print or type name)

**SELLER:**

(Signature)

HARVEY VANDEVEN, MGR
(Print or type name)

12/11/23
(Date)

**ATTEST:**

12/19/2023

GREGORY C. HARRELL,
CLERK OF THE COURT

**BUYER:**
**MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS**

BY: MICHELLE STONE, CHAIR

December 19, 2023
(Date)

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

COUNTY ATTORNEY

Revised: 4-2020

EXHBIT "A"

SEC 30 TWP 17 RGE 23
PLAT BOOK 13 PAGE 029
C AND K CORNER
LOT 5, LOT 6, AND LOT 7

# ESCROW AGREEMENT

# Parcel ID # 48399-005-00, 48399-006-00, 48399-007-00

THIS ESCROW AGREEMENT is made and entered into this December 19, 2023 (the "Effective Date"), by and between:

- Marion County, a political subdivision of the State of Florida ("County"); and
- C & K Investments Ocala, LLC, having a mailing address of 3910 SW College Rd, Suite 202, Ocala, FL 34474 ("Seller"); and
- Candace McCoy, Affiliated Title of Central Florida, LTD ("Escrow Agent")

**WHEREAS:**

A. County and Seller have contracted for Seller to sell certain property to County pursuant to that Purchase Agreement, **Exhibit A**, attached hereto and incorporated herein by reference (the "Purchase Agreement").

B. The Purchase Agreement requires Seller to construct a turn lane on County Road 42 for the entrance being developed on the western portion of Parcel ID 48399-007-00.

C. Seller has not fulfilled the condition of completing the turn lane prior to the scheduled closing date.

D. The completion of the turn lane is a material condition of the Purchase Agreement and Seller will complete all required construction conditions as soon as practicable.

E. In order to assure County that the turn lane construction will be performed in a satisfactory and timely manner, Seller agrees that if the turn lane is not completed at the required time, Seller agrees to a deposit in the amount of **three hundred thousand dollars** ($300,000.00) (the "Escrowed Funds") with Escrow Agent via wire transfer of immediately available funds and shall be held and disbursed by Escrow Agent in accordance with this Agreement.

F. County and Seller wish to proceed with closing on the property described in the Purchase Agreement, subject to the terms of this Escrow Agreement.

**ACCORDINGLY**, for and in consideration of the foregoing, the mutual undertakings and agreements, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, Seller and County hereby covenant and agree as follows:

1. **Recitals**. The provisions of the recitals set forth above are true and correct and form a material part of this Agreement.

2. **Receipt of Escrowed Funds.** Upon receipt of the Escrowed Funds, Escrow Agent shall acknowledge receipt of same. Escrow Agent agrees to hold and disburse the Escrowed Funds in strict accordance with the provisions of this Agreement.

3. **Remedies.** In the event that Seller fails to diligently pursue completion of the turn lane by or before December 31, 2025, Seller shall be in default under this Escrow Agreement. In the event that the County has provided Seller with written notice of the occurrence of default and Seller has failed to cure such a default, within twenty (20) days following the receipt of such notice ("Cure Period"), then the County may, but shall not be obligated to, perform the completion of the turn lane and shall be permitted to draw upon the Escrowed Funds to complete the Remediation Work. In the event the Escrowed Funds are insufficient to fully reimburse County for the construction work, Seller shall be solely liable for any additional amounts in excess of the Escrowed Funds which are required in connection with completion of the construction work by the Seller.

4. **Insurance.** Prior to transferring the property to County, Seller shall: (a) at its sole expense, maintain in full force and effect at all times that it is performing the construction work, insurance with minimum coverage limits, including endorsements, as described herein below and (b) deliver to the County certificates of insurance evidencing that all requisite insurance coverage set forth below is in full force and effect and naming the County as additional insured on all underlying insurance policies, as applicable. Such insurance shall be non-cancelable unless thirty (30) days written notice is given to Seller and County. All insurance required hereunder shall be underwritten by responsible insurance companies with a Best rating of at least A-, X, and such insurance company must be authorized to do insurance business in the State of Florida. Any such insurance required hereunder may be furnished under any blanket policies of the insured.

   4.1. Commercial General Liability. Seller shall maintain general liability insurance in the amount of at least Two Million Dollars ($2,000,000) per occurrence for bodily injury and for property damage with respect to the property described in the Purchase Agreement.

   4.2. Environmental/Pollution Liability Insurance. Seller shall maintain an Environmental/Pollution Liability insurance policy in force for the full period of this Escrow Agreement and Remediation Work and shall cover losses caused by pollution conditions including, but not limited to, any chemical or hazardous material spill, underground pollution or any other environmental impairment. It shall apply to bodily injury (including death); property damage, including loss of use of damaged property that has not been physically injured; cleanup costs; including but not limited to, any costs required under CERCLA; and defense including costs and expenses incurred in the investigation, defense or settlement of claims. Continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years from the execution of this Escrow Agreement. Coverage shall not be less than $1,000,000 per loss or $2,000,000 per annual aggregate. Seller shall have provided to County evidence that the premiums for such policy has been paid in full. County shall be named in such environmental insurance as an additional named insured.

5. **No Venture.** Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture or other association between the parties.

6. **Indemnification.** To the extent permitted by law Seller shall indemnify, defend, and hold harmless, release, and forever discharge County and its officers, board members, employees, agents, and instrumentalities, from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses settlements, judgments and awards and action of whatever kind or nature arising out of, relating to, or resulting from the performance of this Escrow Agreement and the construction work, including a reasonable attorney's fees and costs (and a reasonable attorney's fee and costs on appeal as well as for litigating the issue of the amount of fees to be awarded) and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of the Agreement by Seller, its employees, agents, or subcontractors, to the extent that any such claim, damages, loss, or expenses is caused by any acts or omissions of Seller or anyone directly or indirectly employed by Seller. Seller expressly understands and agrees that any insurance protection required by the Agreement or otherwise provided by Seller shall in no way limit the responsibility to indemnify, keep and save harmless and defend County and its officers, board members, employees, agents, and instrumentalities. This Section shall not be construed in any way to alter County's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes (2023).

7. **Attorneys' Fees.** Notwithstanding anything to the contrary set forth in the Agreement, if a civil action or other legal proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of the Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post judgment proceedings), incurred in that civil action or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorney's fees shall include, without limitation, a reasonable attorneys' fees for litigating the issue of the amount of fees to be awarded, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges that would be reasonably billed by the attorney to the prevailing party.

8. **Applicable Law/Jurisdiction/Venue.** The Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida. Notwithstanding anything to the contrary set forth in the Agreement, the venue for any legal proceeding arising out of the Agreement, shall be in the State or Federal courts of Marion County, Florida.

9. **Waiver of Jury Trial.** EACH PARTY HEREBY AGREES THAT IN ANY LITIGATION OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF THE AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE HAD BY A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS WAIVER.

10. **Notices.** Any notice under this Agreement shall be delivered to the parties at the addresses or telefax numbers set forth below and shall be delivered in any of the following manners: (a) sent by certified mail, return receipt requested, in which case notice will be deemed delivered three (3) business days after deposit, postage prepaid in the U.S. Mail; (b) sent by overnight delivery using a nationally recognized overnight courier, in which case it will

be deemed delivered one (1) business day after deposit with such courier; (c) sent by telefax, in which case notice will be deemed delivered on the same business day of such transmission provided that confirmation of such transmission is obtained and the original of such notice is sent by overnight courier for next business day delivery; or (d) sent by personal delivery. The below addresses may be changed by written notice to the other parties; provided, however, that no notice of a change of address will be effective until actual receipt of such notice.

Seller: C & K Investments Ocala, LLC, 3910 SW College Rd, Suite 202, Ocala, FL 34471

County: County Administrator, 601 SE 25th Ave., Ocala, FL 34471

Escrow Agent: Affiliated Title, 2701 SE Maricamp Rd, Ocala, FL 34471

11. **Authority to Execute Agreement.** The signature by any person to this Agreement shall be deemed a personal warranty by that person that she/he has the full power and authority to bind the entity for which that person is signing.

12. **Entire Agreement.** This Agreement and the attached Purchase Agreement collectively contain the entire agreement between the parties related to the matters specified herein, and supersede any prior oral or written statements or agreements between the parties related to such matters. Any amendment thereto shall be made in writing and signed by all parties.

**THEREFORE**, Seller, County, and Escrow Agent have executed or have caused this Agreement to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

**ATTEST:**

Gregory C. Harrell, Clerk

December 19, 2023
Date

**For Reliance of Marion County Only,**
**Approved as to Form and Legal Sufficiency:**

County Attorney

Date

**COUNTY**
BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA

Kathy Bryant for
Michelle Stone, Chair

December 19, 2023
Date

BCC APPROVED

ACCEPTANCE DATE: December 19, 2023

**SELLER**

C & K Investments Ocala, LLC

By: _____
Harvey Vandeven, Manager

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 1/8/24, 2023, by Harvey Vandeven, Manager of C & K Investments Ocala, LLC, on behalf of such company.

_____
Notary Public, State of Florida
Name: Debora A Houck
(Please print or type)

Commission Number:
Commission Expires:

DEBORA A. HOUCK
Notary Public
State of Florida
Comm# HH462033
Expires 11/6/2027

Notary: Check one of the following:
✓ Personally known OR
___ Produced Identification (if this box is checked, fill in blanks below).
Type of Identification Produced: _____

**ESCROW AGENT**

**Affiliated Title of Central Florida**

By: _____
Candace McCoy

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 11th, 2024, by Candace McCoy of Affiliated Title of Central Florida, LTD, on behalf of such company.

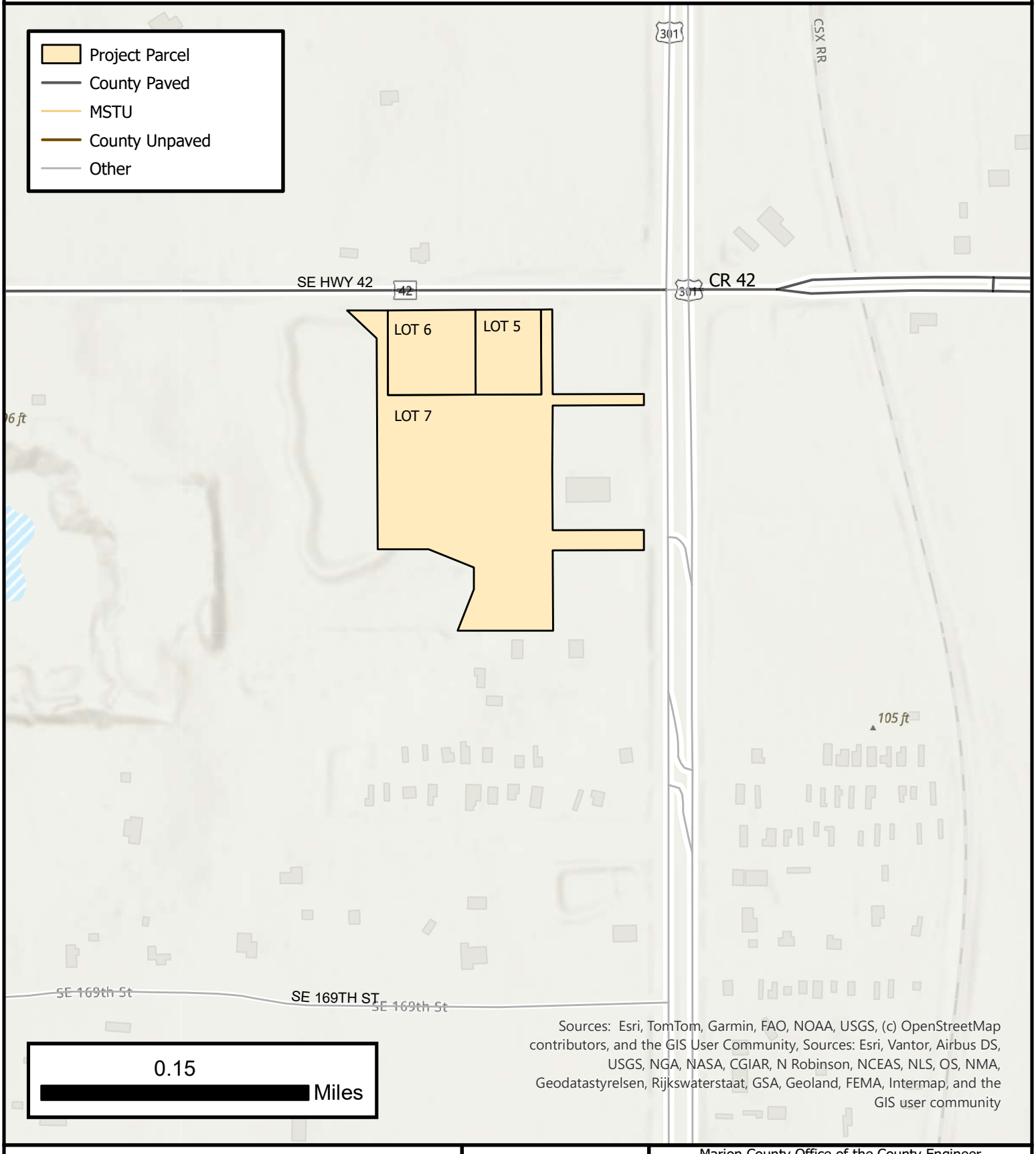
THERESA HALL
Commission # HH 064390
Expires January 18, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

_____
Notary Public, State of Florida
Name: Theresa Hall
(Please print or type)

Commission Number: HH064390
Commission Expires: 1-18-25

Notary: Check one of the following:
X Personally known OR
___ Produced Identification (if this box is checked, fill in blanks below).
Type of Identification Produced:_____

# C AND K CORNER SUBDIVISION
## A PORTION OF SECTION 30, TOWNSHIP 17 SOUTH, RANGE 23 EAST




Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

Path: \\mcbcc1\dfs\GIS_TR\Jason.Freeman\Engineering Services\Maps\MCBCC

Author: Jason Freeman
Printed: February 12, 2026

Marion County Office of the County Engineer
Asset Management Section
412 SE 25th Avenue
Ocala, FL 34471

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22623 **Agenda Date:** 5/5/2026 **Agenda No.:** 7.7.2.

**SUBJECT:**
**Request Approval of a Purchase Agreement Associated with the NW 80th/70th Avenue Segment 3 Road Improvement Project for a Portion of Parcel 23299-005-00 (Budget Impact- Neutral; expenditure of $15,000)**

**INITIATOR:**
**Steven Cohoon, PE, County Engineer**

**DEPARTMENT:**
**Office of the County Engineer**

**DESCRIPTION/BACKGROUND:**
This is a request to approve a purchase agreement in the amount of $15,000 plus closing costs for a portion of parcel 23299-005-00 associated with the NW 80th/70th Avenue Segment 3 Road Improvement Project (from +/- 900 feet North of SR 40 to +/- 600 feet South of US Hwy 27). This is a 0.037-acre right-of-way taking of a 6.98-acre parcel.

The negotiated agreement is inclusive of any and all costs associated with this transaction. There are cost savings recognized in this negotiation by avoiding additional costs that occur during condemnation proceedings.

**BUDGET/IMPACT:**
Neutral; expenditure of $15,000 plus closing costs (Fund STC073812- CIPTRANSP- EXPANS ROW-738- VJ738541-561301).

**RECOMMENDED ACTION:**
Motion to approve the purchase agreement and authorize the Chairman and Clerk to execute the same.

# LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Woods (Last) Elizabeth (First) (Dept) Office of the County Engineer - 4121

(Title) Property Manager (Phone) 352-671-8667

Signature s/Elizabeth Woods Date 03.23.2026

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☐ Draft Document ☑ Approve as to Form ☐ RESUBMIT LRM No. _____
☐ Legal Opinion ☐ Other

Description of Request

Please review and approve the attached Purchase Agreement for a partial take of Parcel 09 (23299-005-00) in association with the SW NW 80th 70th Ave Seg 3 Road Improvement Project between CML Horses LLC and Marion County. Thank you!

For more information or discussion, contact: ☑ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☑ Yes ☐ No Agenda Date: 04.21.2026

Agenda Deadline Date for **Legal:** _____ Agenda Deadline Date for **Admin:** _____

**Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.**

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2026-231

Assigned to: ☐ Matthew Guy Minter, County Attorney ☐ Dana E. Olesky, Chief Asst. County Attorney ☐ Linda Blackburn Asst. County Attorney ☒ Thomas Schwartz Asst. County Attorney ☐ Valdoston Shealey Asst. County Attorne

Outcome:
☑ Approved as to form and legal sufficiency
☐ Approved with revisions: ☐ Suggested ☐ Completed
☐ Other:

Date Received:

**RECEIVED**
***By Marion County Attorney-HF at Mar 23, 2026***

Attorney Signature: _____ Date 3/23/26

Staff Signature: _____ (Completed) Date: 03/24/26 Returned: ☒ Department ☐ Admin ☐ _____

Rev2 03/19/2025

This instrument prepared by:
Office of County Engineer
412 SE 25th Avenue
Ocala, FL. 34471

March 16, 2026

Return to:
Office of County Engineer
412 SE 25th Avenue Bldg 1
Ocala, FL. 34471

Project: SW NW 80th 70th Avenue Segment 3
Project Parcel #: 9
Parcel ID#: 23299-005-00

# PURCHASE AGREEMENT

THIS **AGREEMENT** is made by and between: **CML Horses, LLC, an Illinois limited liability company** having a mailing address of 1735 Highland DR, Freeport, IL 61032-4605, hereinafter referred to as the SELLER and **MARION COUNTY**, a political subdivision of the State of Florida for use and benefit of MARION COUNTY, hereinafter referred to as BUYER.

**WITNESSETH**

For and in consideration of the mutual covenants and conditions herein contained, SELLER hereby agrees to sell and BUYER hereby agrees to buy the following property or interest therein, upon the following terms and conditions:

## I. DESCRIPTION

(a) Real estate or interest therein, identified as Parcel ID #: 21625-000-22 and further shown on Right of Way Maps and/or Sketch of Description for the SW NW 80th 70th Avenue Segment 3 (from +/- 900 feet North of SR 40 to +/- 600 feet South of US Hwy 27) road project incorporated herein by reference and attached as Exhibit "A" and Exhibit "B".

(X) Fee Simple
( ) Temporary Construction Easement
( ) Permanent Easement
( ) Leasehold Interest

(b) Personal property, Fixtures and Appliances identified as follows:

1) **Personal property**: Unless excluded below or by other terms of this Agreement, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/ovens(s), refrigerator(s), dishwasher, disposal, ceiling fan(s), intercom, light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate and other access devices, and storm shutters/panels ("Personal Property").
Other Personal Property items included in this purchase are:
N/A
The following Personal Property items are excluded from the purchase:
N/A

2) **Fixtures and Built-In Appliances**: With the exception of the exclusion items listed below, the SELLER and BUYER agree that all existing improvements and fixtures located on or in the property, including but not limited to built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring, windows, screens, shades, blinds, heating systems, HVAC components, air conditioners, pumps, electrical fixtures, and any other equipment or furniture that is fixed in position, shall be included in the sale of the Property.
The following exclusion items are fixtures and built-in appliances that will not be conveyed to Buyer:
N/A

## II. PURCHASE PRICE

(a) Itemized purchase price:

| | |
|---|---|
| Land and Improvements (0.037 AC) | $ 13,950.00 |
| Damages (Severance/Cost-to-Cure) | $ 1,050.00 |
| Temporary Construction Easement | $ 0.00 |
| Drainage Easement | $ 0.00 |
| Attorney Fees | $ 0.00 |
| Sub-Total | $ 15,000.00 |

(b) Amount to be paid by BUYER to SELLER at closing (not including Buyer's closing costs, fees, prepaids and prorations, which will be noted on the Settlement Statement prior to Closing).
$ 15,000.00

## III. CONDITIONS AND LIMITATIONS

(a) It is mutually understood that this Agreement is contingent to and not binding upon the SELLER or BUYER until ratified and accepted by the Marion County Board of County Commissioners, signed by its Chairman, or Vice-Chair, and attested by the Clerk of the Court. This agreement shall be deemed rejected by BUYER if not ratified and accepted by the Board of County Commissioners and the SELLER acknowledges and agrees that this provision cannot be waived by BUYER or any Agent of BUYER.

(b) SELLER is responsible for all taxes due and owing on the property as of the date of closing and agrees that all current taxes for the year in which this agreement is made on the property acquired shall be prorated and SELLER agrees to pay his and/or her share of said prorated taxes as of the date of closing. BUYER agrees to pay closings costs, such as recording fees, doc stamps and title insurance. Additionally, any delinquent taxes shall be collected and delivered to the Marion County Tax Collector.

(c) SELLER is responsible for delivering unencumbered title to BUYER at closing. Any sums which BUYER must expend to clear encumbrances shall be deducted at closing from the purchase price shown in Section II. SELLER shall be liable for any existing encumbrances or any encumbrances arising after closing as a result of actions of the SELLER. The terms of this sub-section shall survive the closing.

(d) Any extension of occupancy beyond the date of closing must be authorized by the BUYER in writing. During the period from the date of closing until the SELLER surrenders possession to the BUYER, the SELLER shall exercise diligent care in protecting the property from theft and vandalism. All property, whether real or personal, included in this agreement shall be delivered to BUYER in the same condition existing as the effective date of this agreement, less any reasonable wear and tear.

(e) Other: _____

_____

## IV. CLOSING DATE

(a) This transaction shall be closed and the instrument of conveyance delivered within 90 days of the date of Board of County Commissioners acceptance. The time to close may be extended by BUYER to give SELLER time to cure title defects to deliver marketable fee simple title to the BUYER.

## V. TYPEWRITTEN OR HANDWRITTEN PROVISIONS

(a) Typewritten or handwritten provisions inserted herein or attached hereto as Addenda, and initialed by all parties, shall control all printed provisions in conflict herewith. All Addenda, whether typewritten or handwritten, attached hereto must be referenced and initialed in this section. In addition, all addenda must be signed by both the SELLER and BUYER.

There ( ) is (X) is not an addendum to this agreement.

## VI. ENTIRE AGREEMENT

(a) This agreement shall bind and inure to the benefit of the parties and their successors in interest. This agreement and any exhibits attached hereto constitutes the entire agreement between the BUYER and SELLER, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the property other than those set forth herein. No subsequent alteration, amendment, change, deletion, or addition to this agreement shall be binding upon the BUYER or SELLER unless in writing and signed by both parties.

*[This portion of page intentionally left blank. Signature pages follow.]*

**IN WITNESS WHEREOF, THE PARTIES** has caused these presents to be executed in their respective name(s).

**WITNESSES:**

(Signature)

Dawn Rendsland
(Print or type Name)

(Signature)

Edmund J. Treacy
(Print or type name)

**SELLER:** CML Horses, LLC, an Illinois limited liability company

(Signature)

Christine M. Lang
(Print or type name)

March 17 - 2026
(Date)

**ATTEST:**

GREGORY C. HARRELL,
CLERK OF THE COURT

**BUYER:**
**MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS**

BY: CARL ZALAK III, CHAIRMAN

(Date)

FOR USE AND RELIANCE OF
MARION COUNTY ONLY,
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

COUNTY ATTORNEY

# EXHBIT “A”

**SKETCH OF DESCRIPTION**
**FOR:**
**MARION COUNTY**
**PROJECT PARCEL NO. 9**
**(PARCEL NO. 23299-005-00)**

"THIS IS NOT A SURVEY"

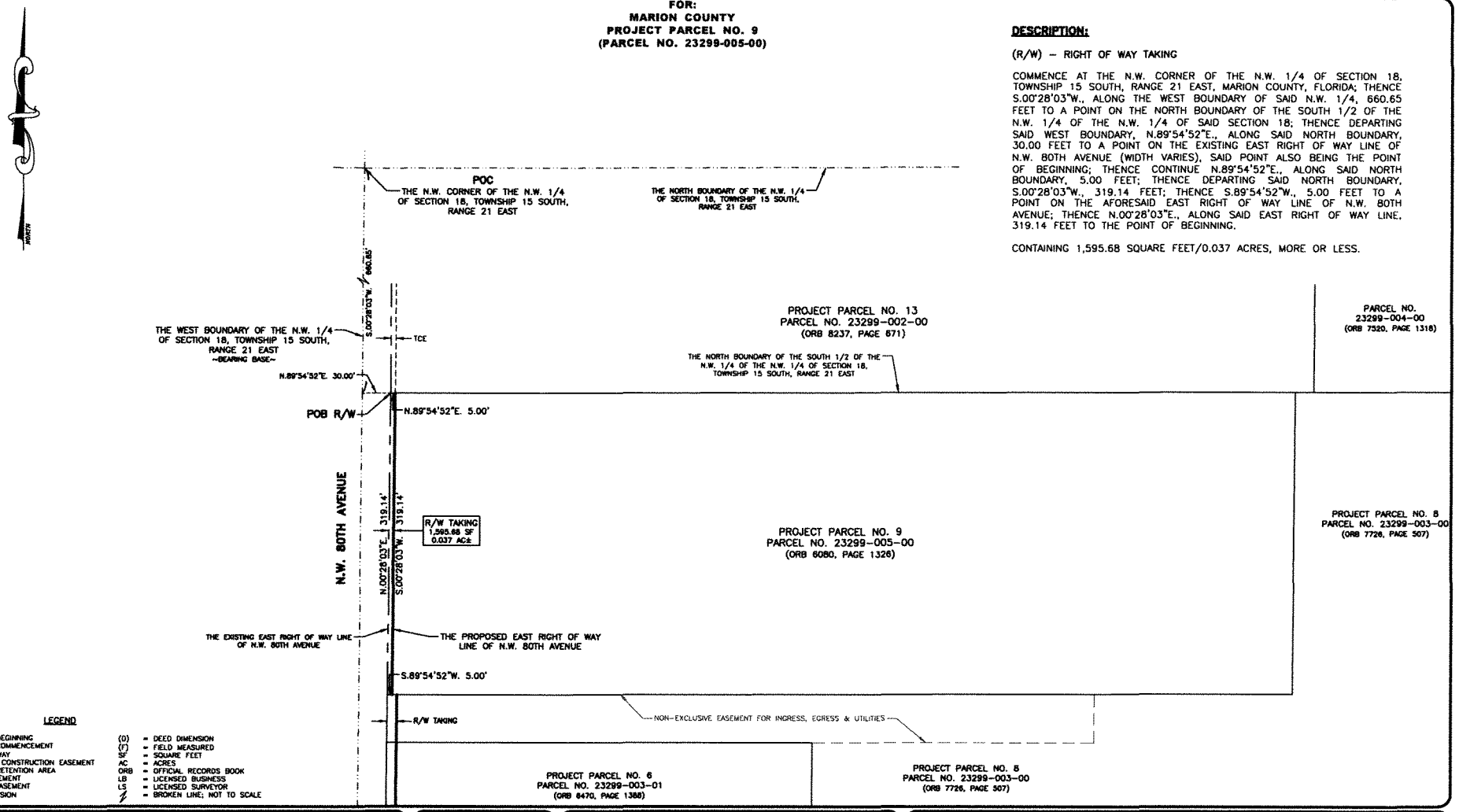
SHEET 1 OF 1

**DESCRIPTION:**

(R/W) – RIGHT OF WAY TAKING

COMMENCE AT THE N.W. CORNER OF THE N.W. 1/4 OF SECTION 18, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE S.00°28'03"W., ALONG THE WEST BOUNDARY OF SAID N.W. 1/4, 660.65 FEET TO A POINT ON THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE N.W. 1/4 OF THE N.W. 1/4 OF SAID SECTION 18; THENCE DEPARTING SAID WEST BOUNDARY, N.89°54'52"E., ALONG SAID NORTH BOUNDARY, 30.00 FEET TO A POINT ON THE EXISTING EAST RIGHT OF WAY LINE OF N.W. 80TH AVENUE (WIDTH VARIES), SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE N.89°54'52"E., ALONG SAID NORTH BOUNDARY, 5.00 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, S.00°28'03"W., 319.14 FEET; THENCE S.89°54'52"W., 5.00 FEET TO A POINT ON THE AFORESAID EAST RIGHT OF WAY LINE OF N.W. 80TH AVENUE; THENCE N.00°28'03"E., ALONG SAID EAST RIGHT OF WAY LINE, 319.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,595.68 SQUARE FEET/0.037 ACRES, MORE OR LESS.




**LEGEND**

| | | | |
|---|---|---|---|
| POB | = POINT OF BEGINNING | (D) | = DEED DIMENSION |
| POC | = POINT OF COMMENCEMENT | (F) | = FIELD MEASURED |
| R/W | = RIGHT OF WAY | SF | = SQUARE FEET |
| TCE | = TEMPORARY CONSTRUCTION EASEMENT | AC | = ACRES |
| DRA | = DRAINAGE RETENTION AREA | ORB | = OFFICIAL RECORDS BOOK |
| UE | = UTILITY EASEMENT | LB | = LICENSED BUSINESS |
| DE | = DRAINAGE EASEMENT | LS | = LICENSED SURVEYOR |
| (P) | = PLAT DIMENSION | // | = BROKEN LINE; NOT TO SCALE |

**SURVEYOR'S CERTIFICATION:**
THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE ESTABLISHED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, FOR A SKETCH OF DESCRIPTION:

DATE

GLEN H. PREECE, JR., P.S.M. – LS 5427

STATE CERTIFIED SDVBE

PREECE LAND SURVEYING, Inc.

BELLWETHER PROFESSIONAL PARK
2201 S.E. 30TH AVENUE, SUITE 102
OCALA, FL 34471
PHONE: (352) 351-0091

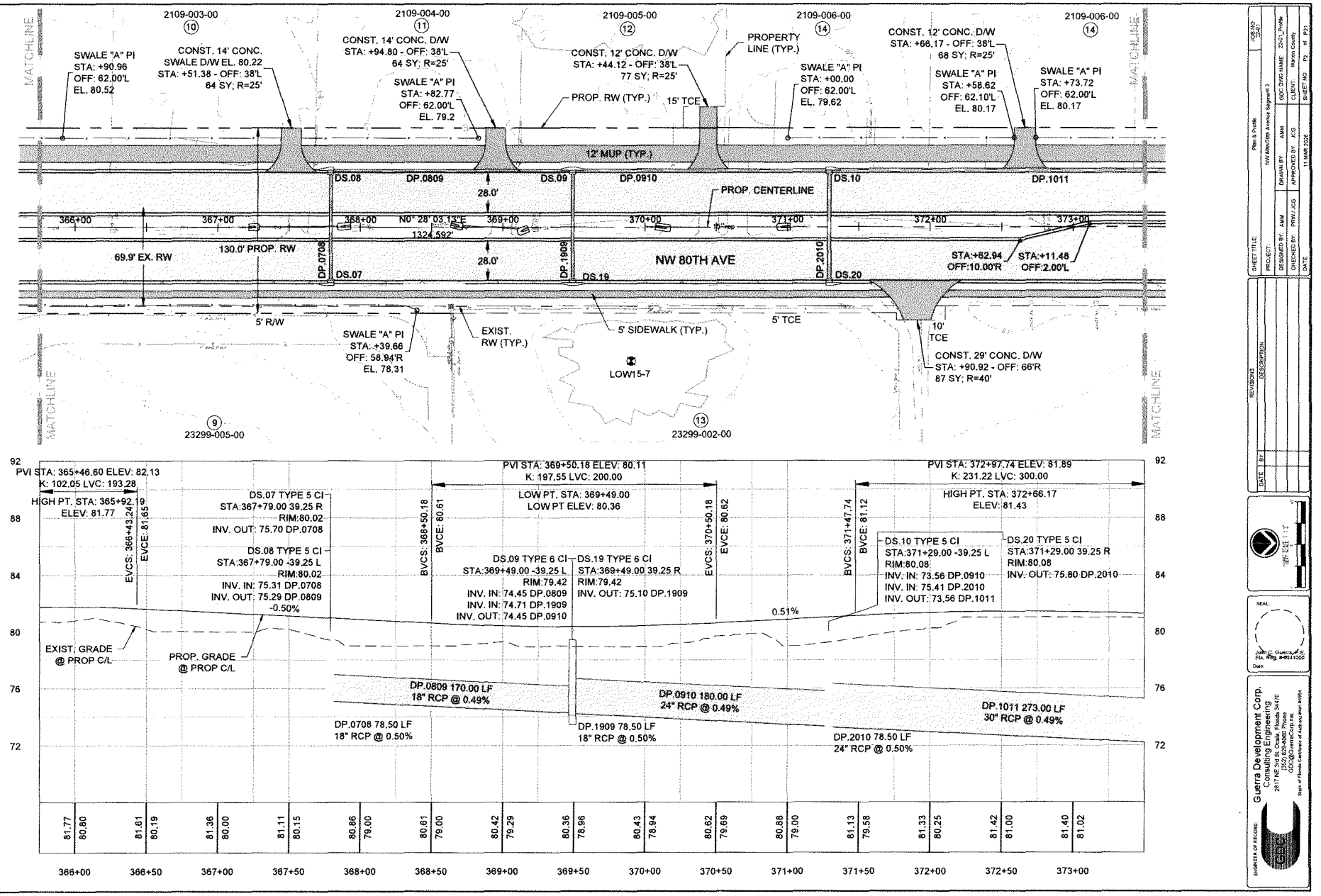
EMAIL: glen@plsinc.us

(LICENSED BUSINESS NO. 7389)

DATE OF SKETCH: JANUARY 28, 2025

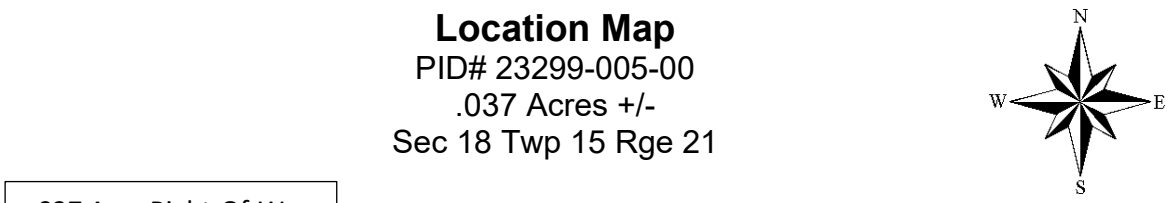
| | | REVISIONS | BY | DATE |
|---|---|---|---|---|
| DRAWN: | G.H.P. | | | |
| CHECKED: | G.H.P. | CORRECT TYPO RANGE 20 TO RANGE 21 | GHP | 2/16/26 |
| F.B./PG. | N/A | | | |
| FILE INFO: | 18-15-21 | | | |
| SCALE: | 1" = 100' | COPYRIGHT © 2025 | JOB ORDER# | 20-118 (PARCEL 9)R |

# EXHBIT “B”

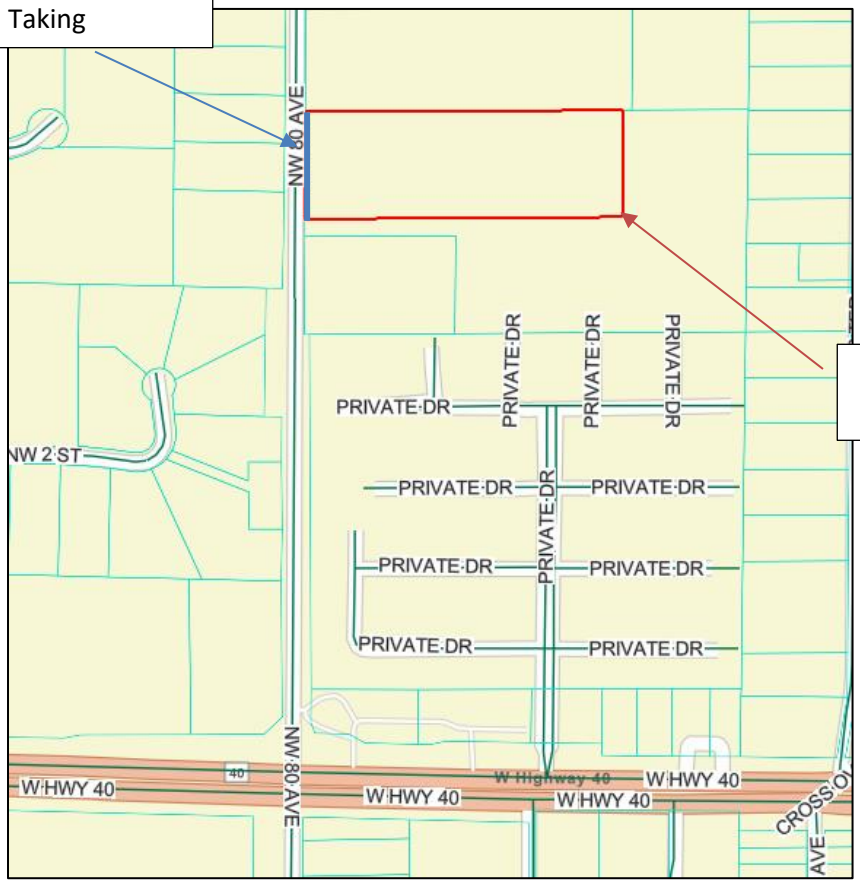

2109-003-00
10
2109-004-00
11
2109-005-00
12
2109-006-00
14
2109-006-00
14
MATCHLINE
SWALE "A" PI
STA: +90.96
OFF: 62.00'L
EL. 80.52
CONST. 14' CONC.
SWALE D/W EL. 80.22
STA: +51.38 - OFF: 38'L
64 SY; R=25'
CONST. 14' CONC. D/W
STA: +94.80 - OFF: 38'L
64 SY; R=25'
SWALE "A" PI
STA: +82.77
OFF: 62.00'L
EL. 79.2
PROP. RW (TYP.)
15' TCE
CONST. 12' CONC. D/W
STA: +44.12 - OFF: 38'L
77 SY; R=25'
PROPERTY
LINE (TYP.)
SWALE "A" PI
STA: +00.00
OFF: 62.00'L
EL. 79.62
CONST. 12' CONC. D/W
STA: +66.17 - OFF: 38'L
68 SY; R=25'
SWALE "A" PI
STA: +58.62
OFF: 62.10'L
EL. 80.17
SWALE "A" PI
STA: +73.72
OFF: 62.00'L
EL. 80.17
12' MUP (TYP.)
DS.08
DP.0809
DS.09
DP.0910
DS.10
DP.1011
PROP. CENTERLINE
28.0'
366+00
367+00
368+00
N0° 28' 03.13"E
1324.592'
369+00
370+00
371+00
372+00
373+00
69.9' EX. RW
130.0' PROP. RW
DP.0708
DS.07
28.0'
DP.1909
DS.19
NW 80TH AVE
DP.2010
DS.20
STA:+62.94
OFF:10.00'R
STA:+11.48
OFF:2.00'L
5' R/W
SWALE "A" PI
STA: +39.66
OFF: 58.94'R
EL. 78.31
EXIST.
RW (TYP.)
5' SIDEWALK (TYP.)
LOW15-7
5' TCE
10'
TCE
CONST. 29' CONC. D/W
STA: +90.92 - OFF: 66'R
87 SY; R=40'
9
23299-005-00
13
23299-002-00
PVI STA: 365+46.60 ELEV: 82.13
K: 102.05 LVC: 193.28
HIGH PT. STA: 365+92.19
ELEV: 81.77
EVCS: 366+43.24
EVCE: 81.65
DS.07 TYPE 5 CI
STA:367+79.00 39.25 R
RIM:80.02
INV. OUT: 75.70 DP.0708
DS.08 TYPE 5 CI
STA:367+79.00 -39.25 L
RIM:80.02
INV. IN: 75.31 DP.0708
INV. OUT: 75.29 DP.0809
-0.50%
PVI STA: 369+50.18 ELEV: 80.11
K: 197.55 LVC: 200.00
LOW PT. STA: 369+49.00
LOW PT ELEV: 80.36
BVCS: 368+50.18
BVCE: 80.61
DS.09 TYPE 6 CI
STA:369+49.00 -39.25 L
RIM:79.42
INV. IN: 74.45 DP.0809
INV. IN: 74.71 DP.1909
INV. OUT: 74.45 DP.0910
DS.19 TYPE 6 CI
STA:369+49.00 39.25 R
RIM:79.42
INV. OUT: 75.10 DP.1909
EVCS: 370+50.18
EVCE: 80.62
PVI STA: 372+97.74 ELEV: 81.89
K: 231.22 LVC: 300.00
HIGH PT. STA: 372+66.17
ELEV: 81.43
BVCS: 371+47.74
BVCE: 81.12
DS.10 TYPE 5 CI
STA:371+29.00 -39.25 L
RIM:80.08
INV. IN: 73.56 DP.0910
INV. IN: 75.41 DP.2010
INV. OUT: 73.56 DP.1011
DS.20 TYPE 5 CI
STA:371+29.00 39.25 R
RIM:80.08
INV. OUT: 75.80 DP.2010
0.51%
EXIST. GRADE
@ PROP C/L
PROP. GRADE
@ PROP C/L
DP.0809 170.00 LF
18" RCP @ 0.49%
DP.0910 180.00 LF
24" RCP @ 0.49%
DP.1011 273.00 LF
30" RCP @ 0.49%
DP.0708 78.50 LF
18" RCP @ 0.50%
DP.1909 78.50 LF
18" RCP @ 0.50%
DP.2010 78.50 LF
24" RCP @ 0.50%
92
88
84
80
76
72
81.77 80.80 81.61 80.19 81.36 80.00 81.11 80.15 80.86 79.00 80.61 79.00 80.42 79.29 80.36 78.96 80.43 78.94 80.62 79.69 80.88 79.00 81.13 79.58 81.33 80.25 81.42 81.00 81.40 81.02
366+00
366+50
367+00
367+50
368+00
368+50
369+00
369+50
370+00
370+50
371+00
371+50
372+00
372+50
373+00
Plan & Profile
NW 80th/70th Avenue Segment 3
SHEET TITLE:
PROJECT:
DESIGNED BY: AMM
DRAWN BY: AMM
CHECKED BY: PRW / JCG
APPROVED BY: JCG
DATE:
11 MAR 2026
JOB NO.
2341
GDC DWG NAME: 2341_Profile
CLIENT: Marion County
SHEET NO. P3
of P21
REVISIONS
DESCRIPTION
DATE
BY
SEAL:
Juan C. Guerra, P.E.
Fla. Reg. # 0041000
Date:
SHEETS OF RECORD
Guerra Development Corp.
Consulting Engineering
2617 NW 41st Place, Gainesville, Florida 32605
(352) 505-6890 Phone 34410
GDC@GuerraCorp.net
State of Florida Certificate of Authorization #8954

# Location Map

PID# 23299-005-00
.037 Acres +/-
Sec 18 Twp 15 Rge 21




.037 Acre Right-Of-Way Taking




23299-005-00 Subject Parcel

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22625 **Agenda Date:** 5/5/2026 **Agenda No.:** 7.7.3.

**SUBJECT:**
**Request Approval of a Purchase Agreement Associated with the NW 80th/70th Avenue Segment 3 Road Improvement Project for a Portion of Parcel 23299-003-00 (Budget Impact- Neutral; expenditure of $7,500)**

**INITIATOR:**
**Steven Cohoon, PE, County Engineer**

**DEPARTMENT:**
**Office of the County Engineer**

**DESCRIPTION/BACKGROUND:**
This is a request to approve a purchase agreement in the amount of $7,500 plus closing costs for a portion of parcel 23299-003-00 associated with the NW 80th/70th Avenue Segment 3 Road Improvement Project (from +/- 900 feet North of SR 40 to +/- 600 feet South of US Hwy 27). This is a .011-acre right-of-way taking of an approximate 10.03 acres sized parcel.

The negotiated agreement is inclusive of any and all costs associated with this transaction. There are cost savings recognized in this negotiation by avoiding additional costs that occur during condemnation proceedings.

**BUDGET/IMPACT:**
Neutral; expenditure of $7,500 plus closing costs (Fund STC073812- CIPTRANSP- EXPANS ROW-738- VJ738541-561301).

**RECOMMENDED ACTION:**
Motion to approve the purchase agreement and authorize the Chairman and Clerk to execute the same.

# LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Woods (Last) Elizabeth (First) (Dept) Office of the County Engineer - 4121

(Title) Property Manager (Phone) 352-671-8667

Signature s/Elizabeth Woods Date 03.26.2026

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☐ Draft Document ☑ Approve as to Form ☐ RESUBMIT LRM No. _____
☐ Legal Opinion ☐ Other

Description of Request

Please review and approve the attached Purchase Agreement for Parcel 8 (23299-003-00) in association with the SW 80th Avenue Seg 3 Road Improvement Project between LLG Eventing LLC and Marion County. Thank you!

For more information or discussion, contact: ☑ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☑ Yes ☐ No Agenda Date: Tuesday, April 21, 2026

Agenda Deadline Date for **Legal:** _____ Agenda Deadline Date for **Admin:** _____

**Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.**

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2026-247

Assigned to: ☐ Matthew Guy Minter, County Attorney ☐ Dana E. Olesky, Chief Asst. County Attorney ☐ Linda Blackburn Asst. County Attorney ☒ Thomas Schwartz Asst. County Attorney ☐ Valdoston Shealey Asst. County Attorne

Outcome:
☑ Approved as to form and legal sufficiency
☐ Approved with revisions: ☐ Suggested ☐ Completed
☐ Other:

Date Received:

**RECEIVED**
**By Marion County Attorney-HF at Mar 27, 2026**

Attorney Signature: _____ Date 3/27/26

Staff Signature: _____ Date: 3/27/26 Returned: ☑ Department ☐ Admin ☐ _____
Completed

Rev2 03/19/2025

This instrument prepared by:
Office of County Engineer
412 SE 25th Avenue
Ocala, FL. 34471

March 16, 2026

Return to:
Office of County Engineer
412 SE 25th Avenue Bldg 1
Ocala, FL. 34471

Project: SW NW 80th 70th Avenue Segment 3
Project Parcel #: 8
Parcel ID#: 23299-003-00

# PURCHASE AGREEMENT

THIS **AGREEMENT** is made by and between: **LLG Eventing, LLC, an Illinois limited liability company** having a mailing address of 491 NW 80TH AVE, Ocala FL 34482-8241**,** hereinafter referred to as the SELLER and **MARION COUNTY**, a political subdivision of the State of Florida for use and benefit of MARION COUNTY, hereinafter referred to as BUYER.

**WITNESSETH**

For and in consideration of the mutual covenants and conditions herein contained, SELLER hereby agrees to sell and BUYER hereby agrees to buy the following property or interest therein, upon the following terms and conditions:

## I. DESCRIPTION

(a) Real estate or interest therein, identified as Parcel ID #: 21625-000-22 and further shown on Right of Way Maps and/or Sketch of Description for the SW NW 80th 70th Avenue Segment 3 (from +/- 900 feet North of SR 40 to +/- 600 feet South of US Hwy 27) road project incorporated herein by reference and attached as Exhibit “A” and Exhibit “B”.

(X) Fee Simple
( ) Temporary Construction Easement
( ) Permanent Easement
( ) Leasehold Interest

(b) Personal property, Fixtures and Appliances identified as follows:

1) **Personal property**: Unless excluded below or by other terms of this Agreement, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/ovens(s), refrigerator(s), dishwasher, disposal, ceiling fan(s), intercom, light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate and other access devices, and storm shutters/panels (“Personal Property”).
Other Personal Property items included in this purchase are:
N/A
The following Personal Property items are excluded from the purchase:
N/A

2) **Fixtures and Built-In Appliances**: With the exception of the exclusion items listed below, the SELLER and BUYER agree that all existing improvements and fixtures located on or in the property, including but not limited to built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring, windows, screens, shades, blinds, heating systems, HVAC components, air conditioners, pumps, electrical fixtures, and any other equipment or furniture that is fixed in position, shall be included in the sale of the Property.
The following exclusion items are fixtures and built-in appliances that will not be conveyed to Buyer:
N/A

## II. PURCHASE PRICE

(a) Itemized purchase price:

| | |
|---|---|
| Land and Improvements (0.011 AC) | $ 6,450.00 |
| Damages (Severance/Cost-to-Cure) | $ 1,050.00 |
| Temporary Construction Easement | $ 0.00 |
| Drainage Easement | $ 0.00 |
| Attorney Fees | $ 0.00 |
| Sub-Total | $ 7,500.00 |

(b) Amount to be paid by BUYER to SELLER at closing (not including Buyer's closing costs, fees, prepaids and prorations, which will be noted on the Settlement Statement prior to Closing).
$ 7,500.00

## III. CONDITIONS AND LIMITATIONS

(a) It is mutually understood that this Agreement is contingent to and not binding upon the SELLER or BUYER until ratified and accepted by the Marion County Board of County Commissioners, signed by its Chairman, or Vice-Chair, and attested by the Clerk of the Court. This agreement shall be deemed rejected by BUYER if not ratified and accepted by the Board of County Commissioners and the SELLER acknowledges and agrees that this provision cannot be waived by BUYER or any Agent of BUYER.

(b) SELLER is responsible for all taxes due and owing on the property as of the date of closing and agrees that all current taxes for the year in which this agreement is made on the property acquired shall be prorated and SELLER agrees to pay his and/or her share of said prorated taxes as of the date of closing. BUYER agrees to pay closings costs, such as recording fees, doc stamps and title insurance. Additionally, any delinquent taxes shall be collected and delivered to the Marion County Tax Collector.

(c) SELLER is responsible for delivering unencumbered title to BUYER at closing. Any sums which BUYER must expend to clear encumbrances shall be deducted at closing from the purchase price shown in Section II. SELLER shall be liable for any existing encumbrances or any encumbrances arising after closing as a result of actions of the SELLER. The terms of this sub-section shall survive the closing.

(d) Any extension of occupancy beyond the date of closing must be authorized by the BUYER in writing. During the period from the date of closing until the SELLER surrenders possession to the BUYER, the SELLER shall exercise diligent care in protecting the property from theft and vandalism. All property, whether real or personal, included in this agreement shall be delivered to BUYER in the same condition existing as the effective date of this agreement, less any reasonable wear and tear.

(e) Other: _____

_____

## IV. CLOSING DATE

(a) This transaction shall be closed and the instrument of conveyance delivered within 90 days of the date of Board of County Commissioners acceptance. The time to close may be extended by BUYER to give SELLER time to cure title defects to deliver marketable fee simple title to the BUYER.

## V. TYPEWRITTEN OR HANDWRITTEN PROVISIONS

(a) Typewritten or handwritten provisions inserted herein or attached hereto as Addenda, and initialed by all parties, shall control all printed provisions in conflict herewith. All Addenda, whether typewritten or handwritten, attached hereto must be referenced and initialed in this section. In addition, all addenda must be signed by both the SELLER and BUYER.

There ( ) is (X) is not an addendum to this agreement.

## VI. ENTIRE AGREEMENT

(a) This agreement shall bind and inure to the benefit of the parties and their successors in interest. This agreement and any exhibits attached hereto constitutes the entire agreement between the BUYER and SELLER, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the property other than those set forth herein. No subsequent alteration, amendment, change, deletion, or addition to this agreement shall be binding upon the BUYER or SELLER unless in writing and signed by both parties.

*[This portion of page intentionally left blank. Signature pages follow.]*

**IN WITNESS WHEREOF, THE PARTIES** has caused these presents to be executed in their respective name(s).

**WITNESSES:**

(Signature)

Christine Lang
(Print or type Name)

(Signature)

John Gluscic
(Print or type name)

(Signature)

(Print or type Name)

(Signature)

(Print or type name)

**SELLER:** LLG Eventing, LLC, an Illinois limited liability company

(Signature)

Leah Lang-Gluscic
(Print or type name)

3.26.26
(Date)

(Signature)

(Print or type name)

(Date)

**ATTEST:**

GREGORY C. HARRELL,
CLERK OF THE COURT

FOR USE AND RELIANCE OF
MARION COUNTY ONLY,
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

COUNTY ATTORNEY

**BUYER:**
**MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS**

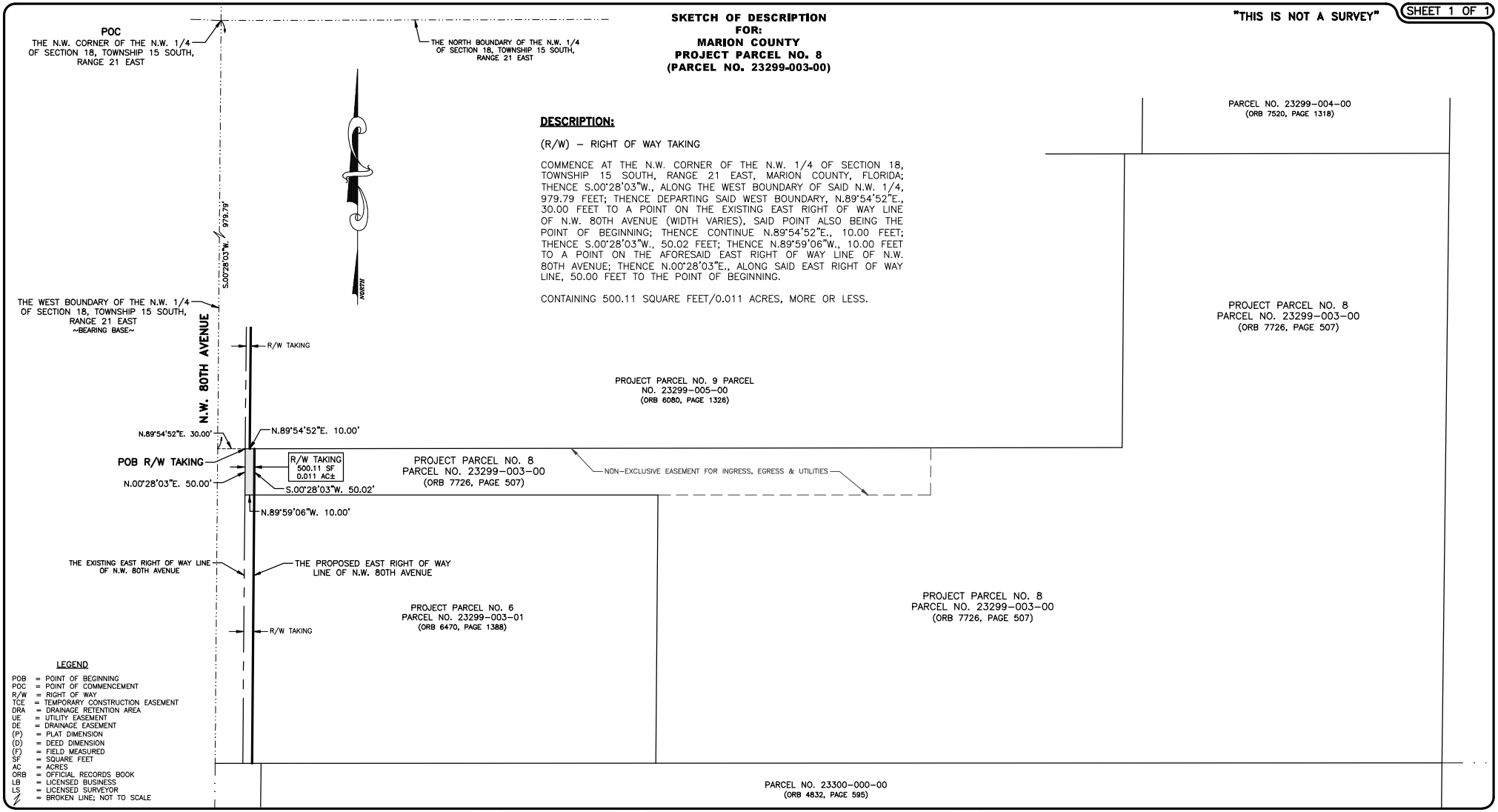
BY: CARL ZALAK III, CHAIRMAN

(Date)

# EXHBIT “A”

"THIS IS NOT A SURVEY"

# SKETCH OF DESCRIPTION
## FOR:
## MARION COUNTY
## PROJECT PARCEL NO. 8
## (PARCEL NO. 23299-003-00)




**DESCRIPTION:**

(R/W) – RIGHT OF WAY TAKING

COMMENCE AT THE N.W. CORNER OF THE N.W. 1/4 OF SECTION 18, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE S.00°28'03"W., ALONG THE WEST BOUNDARY OF SAID N.W. 1/4, 979.79 FEET; THENCE DEPARTING SAID WEST BOUNDARY, N.89°54'52"E., 30.00 FEET TO A POINT ON THE EXISTING EAST RIGHT OF WAY LINE OF N.W. 80TH AVENUE (WIDTH VARIES), SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE N.89°54'52"E., 10.00 FEET; THENCE S.00°28'03"W., 50.02 FEET; THENCE N.89°59'06"W., 10.00 FEET TO A POINT ON THE AFORESAID EAST RIGHT OF WAY LINE OF N.W. 80TH AVENUE; THENCE N.00°28'03"E., ALONG SAID EAST RIGHT OF WAY LINE, 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 500.11 SQUARE FEET/0.011 ACRES, MORE OR LESS.

LEGEND

| | |
|---|---|
| POB | = POINT OF BEGINNING |
| POC | = POINT OF COMMENCEMENT |
| R/W | = RIGHT OF WAY |
| TCE | = TEMPORARY CONSTRUCTION EASEMENT |
| DRA | = DRAINAGE RETENTION AREA |
| UE | = UTILITY EASEMENT |
| DE | = DRAINAGE EASEMENT |
| (P) | = PLAT DIMENSION |
| (D) | = DEED DIMENSION |
| (F) | = FIELD MEASURED |
| SF | = SQUARE FEET |
| AC | = ACRES |
| ORB | = OFFICIAL RECORDS BOOK |
| LB | = LICENSED BUSINESS |
| LS | = LICENSED SURVEYOR |
| // | = BROKEN LINE; NOT TO SCALE |

**SURVEYOR'S CERTIFICATION:**

THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE ESTABLISHED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, FOR A SKETCH OF DESCRIPTION:

DATE

GLEN H. PREECE, JR., P.S.M. – LS 5427

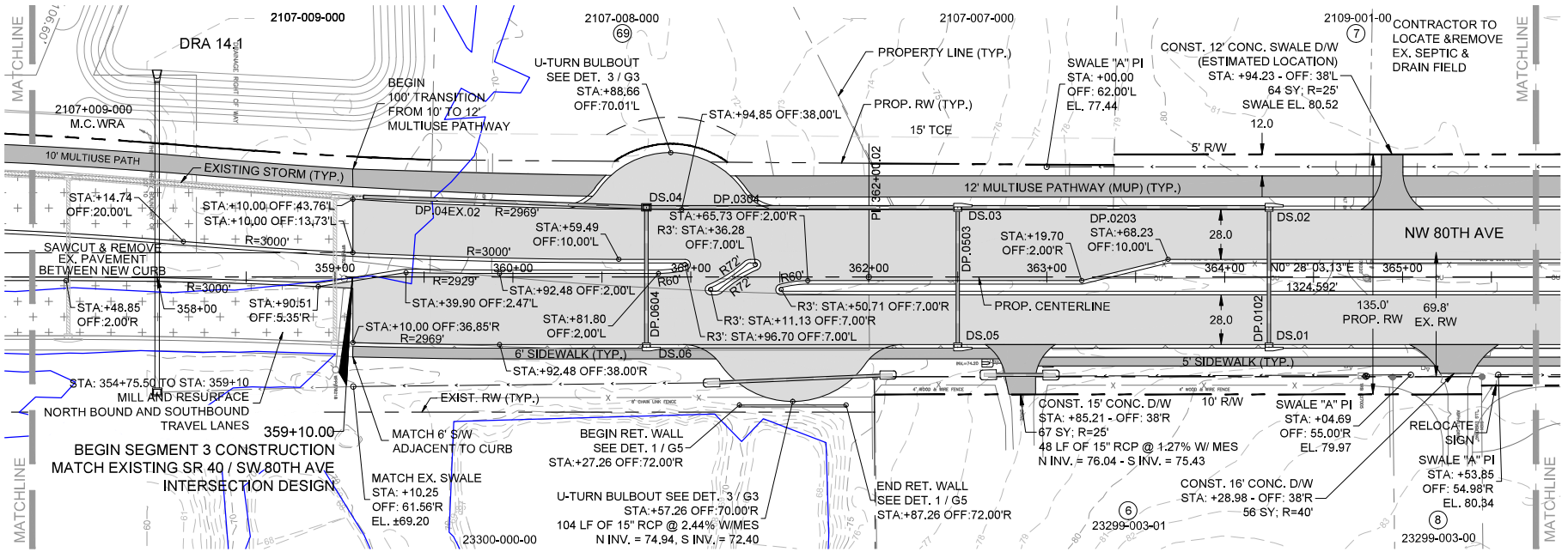
STATE CERTIFIED SDVBE

PREECE LAND SURVEYING, Inc.
BELLWETHER PROFESSIONAL PARK
2201 S.E. 30TH AVENUE, SUITE 102
OCALA, FL 34471
PHONE: (352) 351-0091
EMAIL: glen@plsinc.us
(LICENSED BUSINESS NO. 7389)

DATE OF SKETCH: JANUARY 28, 2025

| | | | | |
|---|---|---|---|---|
| DRAWN: | G.H.P. | REVISIONS | BY | DATE |
| CHECKED: | G.H.P. | CORRECT TYPO RANGE 20 TO RANGE 21 | GHP | 2/16/26 |
| F.B./PG. | N/A | | | |
| FILE INFO: 18-15-21 | | | | |
| SCALE: 1" = 100' | | COPYRIGHT © 2025 | JOB ORDER# | **20-118 (PARCEL 8)R** |

# EXHBIT “B”




SHEET TITLE: Plan & Profile
PROJECT: NW 80th/70th Avenue Segment 3
DESIGNED BY: AMM
DRAWN BY: AMM
CHECKED BY: PRW/ JCG
APPROVED BY: JCG
DATE: 11 MAR 2026
JOB NO: 2240
GDC DWG NAME: 22-07_Profile
CLIENT: Marion County
SHEET NO: P1 of P21

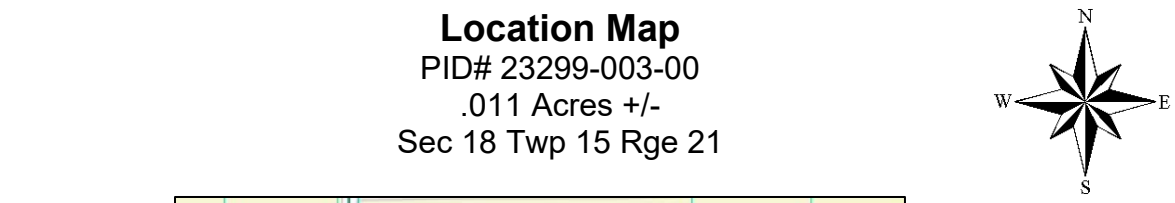
REVISIONS
DESCRIPTION
DATE
BY

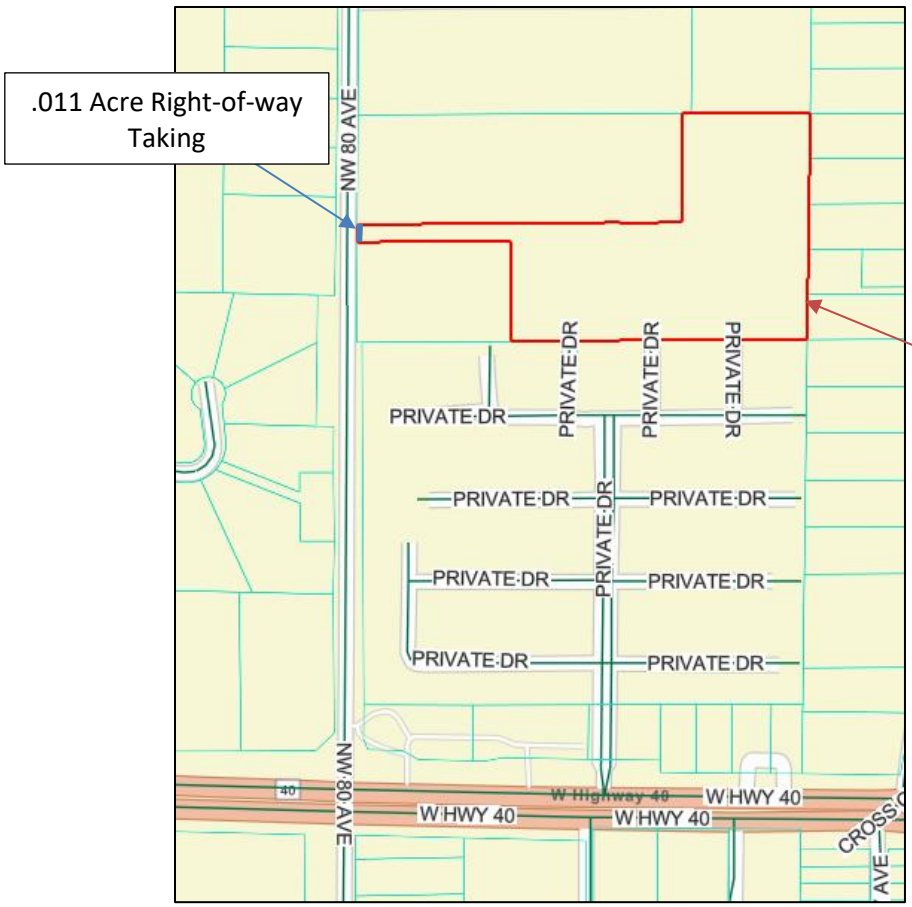
SEAL:
Juan C. Guerra, P.E.
Fla. Reg. #0041000
Date:

ENGINEER OF RECORD:
Guerra Development Corp.
Consulting Engineering
2617 NE 53rd Terrace, Ocala, Florida 34470
(352) 624-9830 Phone
GDC@GuerraCorp.net
State of Florida Certificate of Authorization #4964

# Location Map

PID# 23299-003-00
.011 Acres +/-
Sec 18 Twp 15 Rge 21



# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22783 **Agenda Date:** 5/5/2026 **Agenda No.:** 7.7.4.

**SUBJECT:**
**Request Approval of a Purchase Agreement Associated with the NW 80th/70th Avenue Segment 3 Road Improvement Project for a Portion of Parcel 21625-000-05 (Budget Impact-Neutral; expenditure of $75,000)**

**INITIATOR:**
**Steven Cohoon, PE, County Engineer**

**DEPARTMENT:**
**Office of the County Engineer**

**DESCRIPTION/BACKGROUND:**
This is a request to approve a purchase agreement in the amount of $75,000 plus closing costs for a portion of parcel 21625-000-05 associated with the NW 80th/70th Avenue Segment 3 Road Improvement Project (from +/- 900 feet north of SR 40 to +/- 600 feet south of US Hwy 27). This is a .027-acre temporary construction easement taking of an approximate 3.00 acres sized parcel.

The negotiated agreement is inclusive of any and all cost associated with this transaction. There are cost savings recognized in this negotiation by avoiding additional costs that occur during condemnation proceedings.

**BUDGET/IMPACT:**
Neutral; expenditure of $75,000 plus closing costs (Fund STC073812- CIPTRANSP- EXPANS ROW-738- VJ738541-561301).

**RECOMMENDED ACTION:**
Motion to approve the purchase agreement and authorize the Chairman and Clerk to execute the same.

# LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Woods (Last) Elizabeth (First) (Dept) Office of the County Engineer - 4121

(Title) Property Manager (Phone) 352-671-8667

Signature s/Elizabeth Woods Date 04.08.2026

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☐ Draft Document ☑ Approve as to Form ☐ RESUBMIT LRM No. _____
☐ Legal Opinion ☐ Other

Description of Request

Please review and approve the attached purchase agreement for Parcel 27 of the SW 80th/70th Seg 3 project.

For more information or discussion, contact: ☑ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☐ Yes ☑ No Agenda Date: _____

Agenda Deadline Date for **Legal:** _____ Agenda Deadline Date for **Admin:** _____

**Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.**

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2026-285

Assigned to: ☐ Matthew Guy Minter, County Attorney ☐ Dana E. Olesky, Chief Asst. County Attorney ☐ Linda Blackburn Asst. County Attorney ☒ Thomas Schwartz Asst. County Attorney ☐ Valdoston Shealey Asst. County Attorne

Outcome: Date Received:

☑ Approved as to form and legal sufficiency

☐ Approved with revisions: ☐ Suggested ☐ Completed

☐ Other:

RECEIVED
By Wendy.Nalborczyk at 9:58 am, Apr 09, 2026

Attorney Signature: Thomas Schwartz Date 4/9/26

Staff Signature: Completed Date: 4/9/26 Returned: ☐ Department ☐ Admin ☐ _____

Rev2 03/19/2025

This instrument prepared by:
Office of County Engineer
412 SE 25th Avenue
Ocala, FL. 34471

Date: 1/7/2026

Return to:
Office of County Engineer
412 SE 25th Avenue Bldg 1
Ocala, FL. 34471

Project: SW NW 80th 70th Avenue Segment 3
Project Parcel #: 27
Parcel ID#: 21625-000-05

# PURCHASE AGREEMENT

THIS **AGREEMENT** is made by and between: **Lauren Louise Patterson** having a mailing address of **1161 NW 80th Avenue, Ocala, Florida 34482-4400** hereinafter referred to as the SELLER and **MARION COUNTY**, a political subdivision of the State of Florida for use and benefit of MARION COUNTY, hereinafter referred to as BUYER.

**WITNESSETH**

For and in consideration of the mutual covenants and conditions herein contained, SELLER hereby agrees to sell and BUYER hereby agrees to buy the following property or interest therein, upon the following terms and conditions:

## I. DESCRIPTION

(a) Real estate or interest therein, identified as Parcel ID #: 21625-000-05 and further shown on Right of Way Maps and/or Sketch of Description for the SW NW 80th 70th Avenue Segment 3 (from +/- 900 feet North of SR 40 to +/- 600 feet South of US Hwy 27) road project incorporated herein by reference and attached as Exhibit "A".

( ) Fee Simple
(X) Temporary Construction Easement
( ) Permanent Easement
( ) Leasehold Interest

(b) Personal property, Fixtures and Appliances identified as follows:

1) **Personal property**: Unless excluded below or by other terms of this Agreement, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/ovens(s), refrigerator(s), dishwasher, disposal, ceiling fan(s), intercom, light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate and other access devices, and storm shutters/panels ("Personal Property").
Other Personal Property items included in this purchase are:
N/A
The following Personal Property items are excluded from the purchase:
N/A

2) **Fixtures and Built-In Appliances**: With the exception of the exclusion items listed below, the SELLER and BUYER agree that all existing improvements and fixtures located on or in the property, including but not limited to built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring, windows, screens, shades, blinds, heating systems, HVAC components, air conditioners, pumps, electrical fixtures, and any other equipment or furniture that is fixed in position, shall be included in the sale of the Property.
The following exclusion items are fixtures and built-in appliances that will not be conveyed to Buyer:
N/A

## II. PURCHASE PRICE

(a) Itemized purchase price:

| | |
|---|---|
| Land and Improvements | $ 0.00 |
| Damages (Severance/Cost-to-Cure) | $ 0.00 |
| Temporary Construction Easement (0.027 AC / 1,191 SF) | $ 75,000.00 |
| Drainage Easement | $ 0.00 |
| Attorney and Expert Fees | $ 0.00 |
| Sub-Total | $ 75,000.00 |

(b) Amount to be paid by BUYER to SELLER at closing (not including Buyer's closing costs, fees, prepaids and prorations, which will be noted on the Settlement Statement prior to Closing).
$ 75,000.00

## III. CONDITIONS AND LIMITATIONS

(a) It is mutually understood that this Agreement is contingent to and not binding upon the SELLER or BUYER until ratified and accepted by the Marion County Board of County Commissioners, signed by its Chairman, or Vice-Chair, and attested by the Clerk of the Court. This agreement shall be deemed rejected by BUYER if not ratified and accepted by the Board of County Commissioners and the SELLER acknowledges and agrees that this provision cannot be waived by BUYER or any Agent of BUYER.

(b) SELLER is responsible for all taxes due and owing on the property as of the date of closing and agrees that all current taxes for the year in which this agreement is made on the property acquired shall be prorated and SELLER agrees to pay his and/or her share of said prorated taxes as of the date of closing. BUYER agrees to pay closings costs, such as recording fees, doc stamps and title insurance. Additionally, any delinquent taxes shall be collected and delivered to the Marion County Tax Collector.

(c) SELLER is responsible for delivering unencumbered title to BUYER at closing. Any sums which BUYER must expend to clear encumbrances shall be deducted at closing from the purchase price shown in Section II. SELLER shall be liable for any existing encumbrances or any encumbrances arising after closing as a result of actions of the SELLER. The terms of this sub-section shall survive the closing.

(d) Any extension of occupancy beyond the date of closing must be authorized by the BUYER in writing. During the period from the date of closing until the SELLER surrenders possession to the BUYER, the SELLER shall exercise diligent care in protecting the property from theft and vandalism. All property, whether real or personal, included in this agreement shall be delivered to BUYER in the same condition existing as the effective date of this agreement, less any reasonable wear and tear.

(e) Other: This 1,191 SF TCE will be utilized for backfill and grading the driveway to the new roadway. The duration is for 30 months from notice to proceed.

## IV. CLOSING DATE

(a) This transaction shall be closed and the instrument of conveyance delivered within 90 days of the date of Board of County Commissioners acceptance. The time to close may be extended by BUYER to give SELLER time to cure title defects to deliver marketable fee simple title to the BUYER.

## V. TYPEWRITTEN OR HANDWRITTEN PROVISIONS

(a) Typewritten or handwritten provisions inserted herein or attached hereto as Addenda, and initialed by all parties, shall control all printed provisions in conflict herewith. All Addenda, whether typewritten or handwritten, attached hereto must be referenced and initialed in this section. In

addition, all addenda must be signed by both the SELLER and BUYER.
There ( ) is (X) is not an addendum to this agreement.

## VI. ENTIRE AGREEMENT

(a) This agreement shall bind and inure to the benefit of the parties and their successors in interest. This agreement and any exhibits attached hereto constitutes the entire agreement between the BUYER and SELLER, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the property other than those set forth herein. No subsequent alteration, amendment, change, deletion, or addition to this agreement shall be binding upon the BUYER or SELLER unless in writing and signed by both parties.

*[This portion of page intentionally left blank. Signature pages follow.]*

**IN WITNESS WHEREOF, THE PARTIES** has caused these presents to be executed in their respective name(s).

**WITNESSES:**

(Signature)

Deirdre Catani
(Print or type Name)

(Signature)

Judson Smith
(Print or type name)

**SELLER:** Lauren Louise Patterson

Lauren Patterson
(Print or type name)

4/10/26
(Date)

**ATTEST:**

GREGORY C. HARRELL,
CLERK OF THE COURT

FOR USE AND RELIANCE OF
MARION COUNTY ONLY,
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

COUNTY ATTORNEY

**BUYER:**
**MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS**

BY: CARL ZALAK III, CHAIRMAN

(Date)

# EXHBIT "A"

"THIS IS NOT A SURVEY"

# SKETCH OF DESCRIPTION
## FOR:
## MARION COUNTY
## PROJECT PARCEL NO. 27
## (PARCEL NO. 21625-000-05)

**DESCRIPTION:**

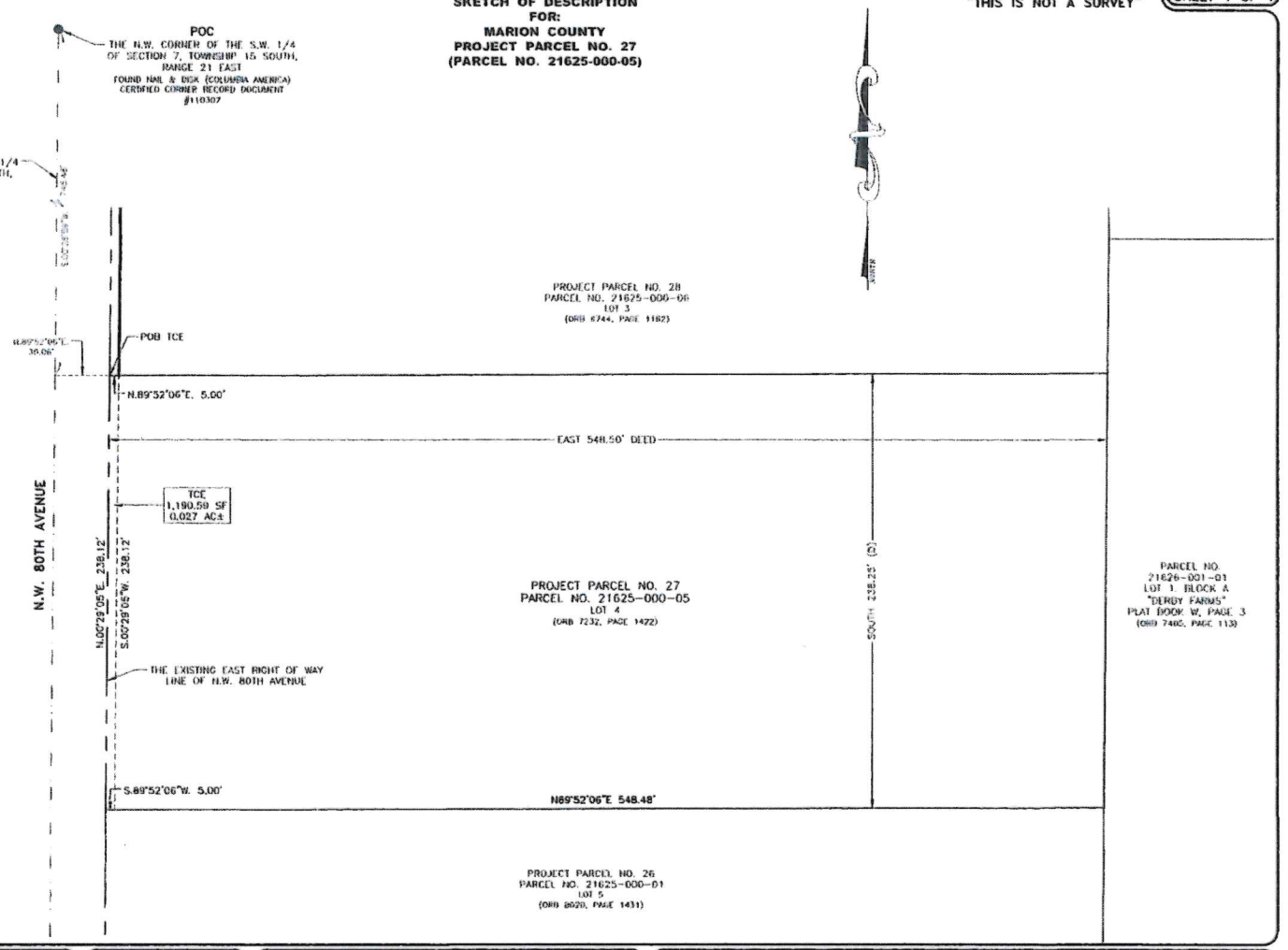
(ORD 7232, PAGE 1422)

THE SOUTH 238.25 FEET OF THE NORTH 983.00 FEET OF THE EAST 548.50 FEET OF THE WEST 578.50 FEET OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA.

(TCE) – TEMPORARY CONSTRUCTION EASEMENT

COMMENCE AT THE N.W. CORNER OF THE S.W. 1/4 OF SECTION 7, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE S.00°28'59"W., ALONG THE WEST BOUNDARY OF SAID S.W. 1/4, A DISTANCE OF 745.48 FEET; THENCE DEPARTING SAID WEST BOUNDARY, N.89°52'06"E., 30.06 FEET TO THE EAST RIGHT OF WAY LINE OF N.W. 80TH AVENUE (60 FEET WIDE), SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE N.89°52'06"E., 5.00 FEET; THENCE S.00°29'05"E., 238.12 FEET; THENCE S.89°52'06"W., 5.00 FEET TO A POINT ON SAID EAST RIGHT OF WAY LINE; THENCE N.00°29'05"W., ALONG SAID EAST RIGHT OF WAY LINE, 238.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,190.59 SQUARE FEET/0.027 ACRES, MORE OR LESS.




**LEGEND**

| | |
|---|---|
| POB | – POINT OF BEGINNING |
| POC | – POINT OF COMMENCEMENT |
| R/W | – RIGHT OF WAY |
| TCE | – TEMPORARY CONSTRUCTION EASEMENT |
| DRA | – DRAINAGE RETENTION AREA |
| UE | – UTILITY EASEMENT |
| DE | – DRAINAGE EASEMENT |
| (P) | – PLAT DIMENSION |
| (D) | – DEED DIMENSION |
| (F) | – FIELD MEASURED |
| SF | – SQUARE FEET |
| AC | – ACRES |
| ORB | – OFFICIAL RECORDS BOOK |
| LB | – LICENSED BUSINESS |
| LS | – LICENSED SURVEYOR |
| | – BROKEN LINE, NOT TO SCALE |

**SURVEYOR'S CERTIFICATION:**

THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE ESTABLISHED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, FOR A SKETCH OF DESCRIPTION:

DATE

GLEN H. PREECE, JR., P.S.M. – LS 5427

STATE CERTIFIED SDVBE

PREECE
LAND SURVEYING, Inc.

BELLWETHER PROFESSIONAL PARK
2201 S.E. 30TH AVENUE, SUITE 102
OCALA, FL 34471
PHONE: (352) 351-0091
FAX: (352) 351-0093 FAX
EMAIL: glen@plsinc.us

(LICENSED BUSINESS NO. 7389)

DATE OF SKETCH: JANUARY 6, 2025

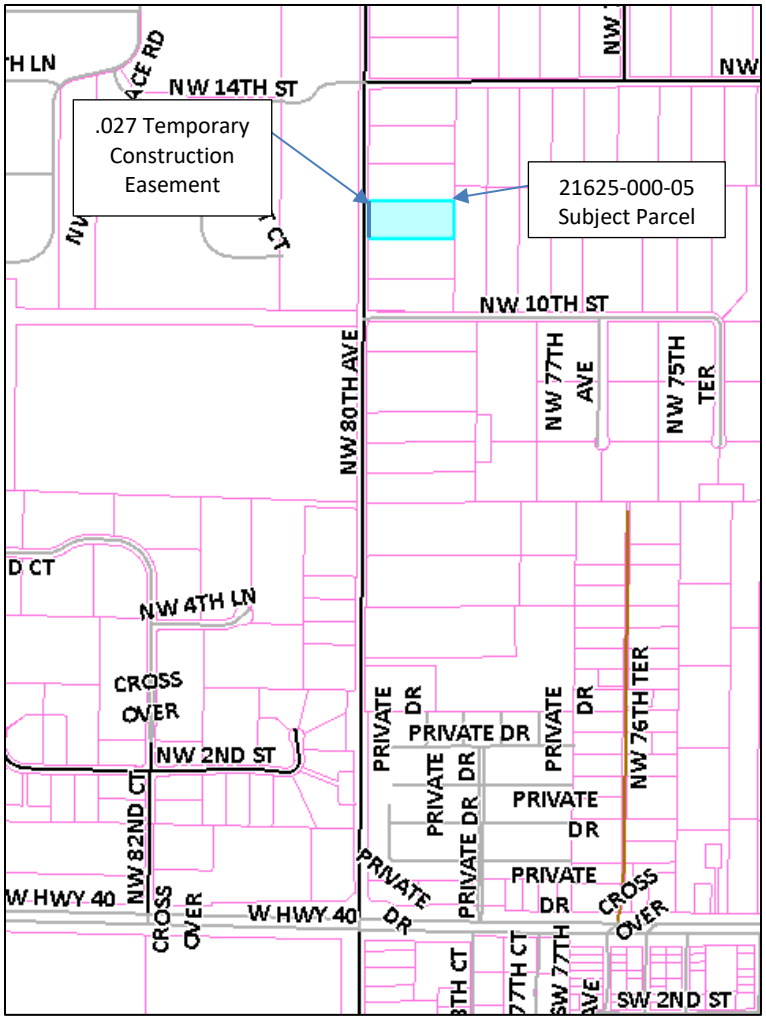
| | | REVISIONS | BY | DATE |
|---|---|---|---|---|
| DRAWN: | G.H.P. | | | |
| CHECKED: | G.H.P. | | | |
| F.B./PG. | N/A | | | |
| FILE INFO: SHERMAN OAKS | | | | |
| SCALE: 1" = 60' | | COPYRIGHT © 2025 | JOB ORDER# | 20-118 (PARCEL 27) |

# Location Map

PID# 21625-000-05

.027 Acres +/- Temporary Construction Easement

Sec 7 Twp 15 Rge 21



# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22796 **Agenda Date:** 5/5/2026 **Agenda No.:** 7.7.5.

**SUBJECT:**
**Request Approval of a Purchase Agreement Associated with the SW 80th Avenue Segment 1 Road Improvement Project for a Portion of Parcel 21251-001-20 (Budget Impact- Neutral; expenditure of $63,300)**

**INITIATOR:**
**Steven Cohoon, PE, County Engineer**

**DEPARTMENT:**
**Office of the County Engineer**

**DESCRIPTION/BACKGROUND:**
This is a request to approve a purchase agreement in the amount of $63,300 plus closing costs for a portion of parcel 21251-001-20 associated with the SW 80th Avenue Segment 1 Road Improvement Project (SW 80th Street to 0.5 miles north of SW 38th Street). This is a 0.110-arce right-of-way taking and a 0.13-acre temporary construction easement taking of an approximately 2.55 acres sized parcel.

The negotiated agreement is inclusive of any and all costs associated with this transaction. There are cost savings recognized in this negotiation by avoiding additional costs that occur during condemnation proceedings.

**BUDGET/IMPACT:**
Neutral; expenditure of $63,300 plus closing costs (Fund STC073815- CIPTRANSP- EXPANSROW-738- VJ738541-561301).

**RECOMMENDED ACTION:**
Motion to approve the purchase agreement and authorize the Chairman and Clerk to execute the same.

# LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Woods (Last) Elizabeth (First) (Dept) Office of the County Engineer - 4121

(Title) Property Manager (Phone) 352-671-8667

Signature s/Elizabeth Woods Date 04/21/2026

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☐ Draft Document ☑ Approve as to Form ☐ RESUBMIT LRM No. _____
☐ Legal Opinion ☐ Other

Description of Request

Please review and approve the attached purchase agreement for FID 52 associated with the SW 80th Ave Phase 1B road project. Thank you!

For more information or discussion, contact: ☑ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☑ Yes ☐ No Agenda Date: Tuesday, May 5, 2026

Agenda Deadline Date for **Legal:** _____ Agenda Deadline Date for **Admin:** _____

**Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.**

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2026-329

Assigned to: ☐ Matthew Guy Minter, County Attorney ☐ Dana E. Olesky, Chief Asst. County Attorney ☐ Linda Blackburn Asst. County Attorney ☒ Thomas Schwartz Asst. County Attorney ☐ Valdoston Shealey Asst. County Attorne

Outcome: Date Received:

☑ Approved as to form and legal sufficiency

☐ Approved with revisions: ☐ Suggested ☐ Completed

☐ Other:

RECEIVED
By Marion County Attorney-WN at Apr 23, 2026

Attorney Signature: Thomas Schwartz Date 4/23/26

Staff Signature: Completed Date: 4/23/26 Returned: ☑ Department ☐ Admin ☐ _____

Rev2 03/19/2025

This instrument prepared by:
Office of County Engineer
412 SE 25th Avenue
Ocala, FL. 34471

April 17, 2026

Return to:
Office of County Engineer
412 SE 25th Avenue Bldg 1
Ocala, FL. 34471

**Project:** SW 80th Avenue Segment 1B
**Project Parcel #:** 52 (AKA Parcel 6)
**Parcel ID#:** 21251-001-20

# PURCHASE AGREEMENT

THIS **AGREEMENT** is made by and between: **Jorge L. Marrero and Barbara Lostal, a Married Couple,** whose address is 3750 SW 80th Ave. Ocala FL 34481-5405, hereinafter referred to as the SELLER and **MARION COUNTY**, a political subdivision of the State of Florida for use and benefit of MARION COUNTY, hereinafter referred to as BUYER.

**WITNESSETH**

For and in consideration of the mutual covenants and conditions herein contained, SELLER hereby agrees to sell and BUYER hereby agrees to buy the following property or interest therein, upon the following terms and conditions:

## I. DESCRIPTION

(a) Real estate or interest therein, identified as Parcel ID #: 21251-001-20 and further shown on Right-of-Way Maps and/or Sketch of Description for the SW 80th Avenue Segment 1B (SW 80th Street to .5 Miles North of SW 38th Street) road project incorporated herein by reference and attached as Exhibit "A".

(x) Fee Simple
(x) Temporary Construction Easement
( ) Permanent Easement
( ) Leasehold Interest

(b) Personal property, Fixtures and Appliances identified as follows:

1) **Personal property**: Unless excluded below or by other terms of this Agreement, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/ovens(s), refrigerator(s), dishwasher, disposal, ceiling fan(s), intercom, light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate and other access devices, and storm shutters/panels ("Personal Property").
Other Personal Property items included in this purchase are:
N/A
The following Personal Property items are excluded from the purchase:
N/A

2) **Fixtures and Built-In Appliances**: With the exception of the exclusion items listed below, the SELLER and BUYER agree that all existing improvements and fixtures located on or in the property, including but not limited to built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring, windows, screens, shades, blinds, heating systems, HVAC components, air conditioners, pumps, electrical fixtures, and any other equipment or furniture that is fixed in position, shall be included in the sale of the Property.
The following exclusion items are fixtures and built-in appliances that will not be conveyed to Buyer:
N/A

## II. PURCHASE PRICE

(a) Itemized purchase price:

| | |
|---|---|
| Land and Improvements (.11 Acres) | $ 7,700.00 |
| Temporary Construction Easement (TCE) | $ 1,900.00 |
| TCE Improvements | $ 14,700.00 |
| Damages (Severance/Cost-to-Cure) | $ 39,000.00 |
| Other: Attorney Fees | $ 0.00 |
| Sub-Total | $ 63,300.00 |

(b) Amount to be paid by BUYER to SELLER at closing (not including Buyer's closing costs, fees, prepaids and prorations, which will be noted on the Settlement Statement prior to Closing).
$ 63,300.00.

## III. CONDITIONS AND LIMITATIONS

(a) It is mutually understood that this Agreement is contingent to and not binding upon the SELLER or BUYER until ratified and accepted by the Marion County Board of County Commissioners, signed by its Chairman, or Vice-Chair, and attested by the Clerk of the Court. This agreement shall be deemed rejected by BUYER if not ratified and accepted by the Board of County Commissioners and the SELLER acknowledges and agrees that this provision cannot be waived by BUYER or any Agent of BUYER.

(b) SELLER is responsible for all taxes due and owing on the property as of the date of closing and agrees that all current taxes for the year in which this agreement is made on the property acquired shall be prorated and SELLER agrees to pay his and/or her share of said prorated taxes as of the date of closing. BUYER agrees to pay closings costs, such as recording fees, doc stamps and title insurance. Additionally, any delinquent taxes shall be collected and delivered to the Marion County Tax Collector.

(c) SELLER is responsible for delivering unencumbered title to BUYER at closing. Any sums which BUYER must expend to clear encumbrances shall be deducted at closing from the purchase price shown in Section II. SELLER shall be liable for any existing encumbrances or any encumbrances arising after closing as a result of actions of the SELLER. The terms of this sub-section shall survive the closing.

(d) Any extension of occupancy beyond the date of closing must be authorized by the BUYER in writing. During the period from the date of closing until the SELLER surrenders possession to the BUYER, the SELLER shall exercise diligent care in protecting the property from theft and vandalism. All property, whether real or personal, included in this agreement shall be delivered to BUYER in the same condition existing as the effective date of this agreement, less any reasonable wear and tear.

(e) Other: _____

_____

## IV. CLOSING DATE

(a) This transaction shall be closed and the instrument of conveyance delivered within 90 days of the date of Board of County Commissioners acceptance. The time to close may be extended by BUYER to give SELLER time to cure title defects to deliver marketable fee simple title to the BUYER.

## V. TYPEWRITTEN OR HANDWRITTEN PROVISIONS

(a) Typewritten or handwritten provisions inserted herein or attached hereto as Addenda, and initialed by all parties, shall control all printed provisions in conflict herewith. All Addenda, whether typewritten or handwritten, attached hereto must be referenced and initialed in this section. In addition, all addenda must be signed by both the SELLER and BUYER.
There ( ) is ( ) is not an addendum to this agreement.

## VI. ENTIRE AGREEMENT

(a) This agreement shall bind and inure to the benefit of the parties and their successors in interest. This agreement and any exhibits attached hereto constitutes the entire agreement between the BUYER and SELLER, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the property other than those set forth herein. No subsequent alteration, amendment, change, deletion, or addition to this agreement shall be binding upon the BUYER or SELLER unless in writing and signed by both parties.

*[This portion of page intentionally left blank. Signature pages follow.]*

**IN WITNESS WHEREOF, THE PARTIES** has caused these presents to be executed in their respective name(s).

**WITNESSES:**

(Signature)

Laura Ricks
(Print or type Name)

(Signature)

Christian Ricks
(Print or type name)

**SELLER: JORGE L MARRERO**

(Signature)

Jorge L Marrero
(Print or type name)

4/17/2026
(Date)

**WITNESSES:**

(Signature)

Laura Ricks
(Print or type Name)

(Signature)

Christian Ricks
(Print or type name)

**SELLER: BARBARA LOSTAL**

(Signature)

Barbara Lostal
(Print or type name)

4/17/2026
(Date)

**ATTEST:**

GREGORY C. HARRELL,
CLERK OF THE COURT

FOR USE AND RELIANCE OF
MARION COUNTY ONLY,
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

COUNTY ATTORNEY

**BUYER:**
**MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS**

BY: CARL ZALAK III, CHAIRMAN

(Date)

# EXHBIT "A"

## RIGHT-OF-WAY TAKING:

*A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7674, PAGE 1944 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 25, TOWNSHIP 15 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:*

*COMMENCE AT THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 15 SOUTH, RANGE 21 EAST; THENCE N.89°34'23"W., 29.84 FEET TO THE WESTERLY RIGHT OF WAY OF S.W. 80TH AVENUE (60' RIGHT OF WAY) AND THE POINT OF BEGINNING; THENCE ALONG THE SOUTH BOUNDARY OF THE SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7674, PAGE 1944, N.89°34'23"W., 74.07 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 143.00 FEET, A CENTRAL ANGLE OF 38°50'12", AND A CHORD BEARING AND DISTANCE OF N.33°50'44"E., 95.08 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 96.93 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 52°48'15", AND A CHORD BEARING AND DISTANCE OF N.26°51'42"E., 48.91 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 50.69 FEET TO A POINT ON THE AFORESAID WESTERLY RIGHT OF WAY OF S.W. 80TH AVENUE AND THE END OF SAID CURVE; THENCE ALONG SAID WESTERLY RIGHT OF WAY, S.00°27'35"W., 123.16 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.11 ACRES, MORE OR LESS.*

## TEMPORARY CONSTRUCTION EASEMENT TAKING:

*A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7674, PAGE 1944 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 25, TOWNSHIP 15 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:*

*COMMENCE AT THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 15 SOUTH, RANGE 21 EAST; THENCE N.89°34'23"W., 29.84 FEET TO THE WESTERLY RIGHT OF WAY OF S.W. 80TH AVENUE (60' RIGHT OF WAY); THENCE ALONG THE SOUTH BOUNDARY OF THE SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7674, PAGE 1944, N.89°34'23"W., 74.07 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, N.89°34'23"W., 20.53 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 163.00 FEET, A CENTRAL ANGLE OF 40°16'04", AND A CHORD BEARING AND DISTANCE OF N.32°48'53"E., 112.21 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 114.56 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 52°29'20", AND A CHORD BEARING AND DISTANCE OF N.26°42'15"E., 44.22 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 45.81 FEET TO A POINT OF TANGENCY; THENCE N.00°27'35"E., 76.64 FEET; THENCE S.89°32'25"E., 5.00 FEET; THENCE N.00°27'35"E., 150.42 FEET TO THE NORTH BOUNDARY OF SAID LANDS; THENCE ALONG SAID NORTH BOUNDARY, S.89°27'27"E., 10.00 FEET TO THE AFORESAID WESTERLY RIGHT OF WAY OF S.W. 80TH AVENUE; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG SAID WESTERLY RIGHT OF WAY, S.00°27'35"W., 238.28 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 52°48'15", AND A CHORD BEARING AND DISTANCE OF S.26°51'42"W., 48.91 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 50.69 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 143.00 FEET, A CENTRAL ANGLE OF 38°50'12", AND A CHORD BEARING AND DISTANCE OF S.33°50'44"W., 95.08 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 96.93 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.13 ACRES, MORE OR LESS.*

**SKETCH OF DESCRIPTION FOR:**
**MARION COUNTY BOARD OF COUNTY COMMISSIONERS**
**SECTION 25, TOWNSHIP 15 SOUTH, RANGE 20 EAST,**
**MARION COUNTY, FLORIDA**
# " PARCEL 6"

**DESCRIPTION:**

A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7674, PAGE 1944 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 25, TOWNSHIP 15 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 15 SOUTH, RANGE 21 EAST; THENCE N.89°34'23"W., 29.84 FEET TO THE WESTERLY RIGHT OF WAY OF S.W. 80TH AVENUE (60' RIGHT OF WAY) AND THE POINT OF BEGINNING; THENCE ALONG THE SOUTH BOUNDARY OF THE SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7674, PAGE 1944, N.89°34'23"W., 74.07 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 143.00 FEET, A CENTRAL ANGLE OF 38°50'12", AND A CHORD BEARING AND DISTANCE OF N.33°50'44"E., 95.08 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 96.93 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 52°48'15", AND A CHORD BEARING AND DISTANCE OF N.26°51'42"E., 48.91 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 50.69 FEET TO A POINT ON THE AFORESAID WESTERLY RIGHT OF WAY OF S.W. 80TH AVENUE AND THE END OF SAID CURVE; THENCE ALONG SAID WESTERLY RIGHT OF WAY, S.00°27'35"W., 123.16 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.11 ACRES, MORE OR LESS.

**NOTES:**

1. DATE OF SKETCH: OCTOBER 14, 2025.
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.
4. PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
5. BEARINGS SHOWN HEREON ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83, WITH 2011 ADJUSTMENT AS DERIVED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION VIRTUAL REFERENCE STATION NETWORK.
6. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
7. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.

**NOTE: THIS IS NOT A SURVEY**
SHEET 1 OF 2
ONE IS NOT COMPLETE
WITHOUT THE OTHER

**LEGEND:**

| | |
|---|---|
| —⋀— | LINE BREAK |
| R/W | RIGHT-OF-WAY |
| CONC. | CONCRETE |
| LS | LAND SURVEYOR |
| LB | LICENSED BUSINESS |
| NO. | NUMBER |
| ℄ | CENTERLINE |
| P.C. | POINT OF CURVATURE |
| P.I. | POINT OF INTERSECTION |
| L | ARC LENGTH |
| R | RADIUS |
| Δ | DELTA (CENTRAL ANGLE) |
| CB | CHORD BEARING |
| CH | CHORD DISTANCE |
| ○ | CHANGE IN DIRECTION |

**SURVEYOR'S CERTIFICATION:**

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

CHRISTOPHER J. HOWSON, P.S.M., C.F.M.- LS 6553
OF JCH CONSULTING GROUP, INC.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

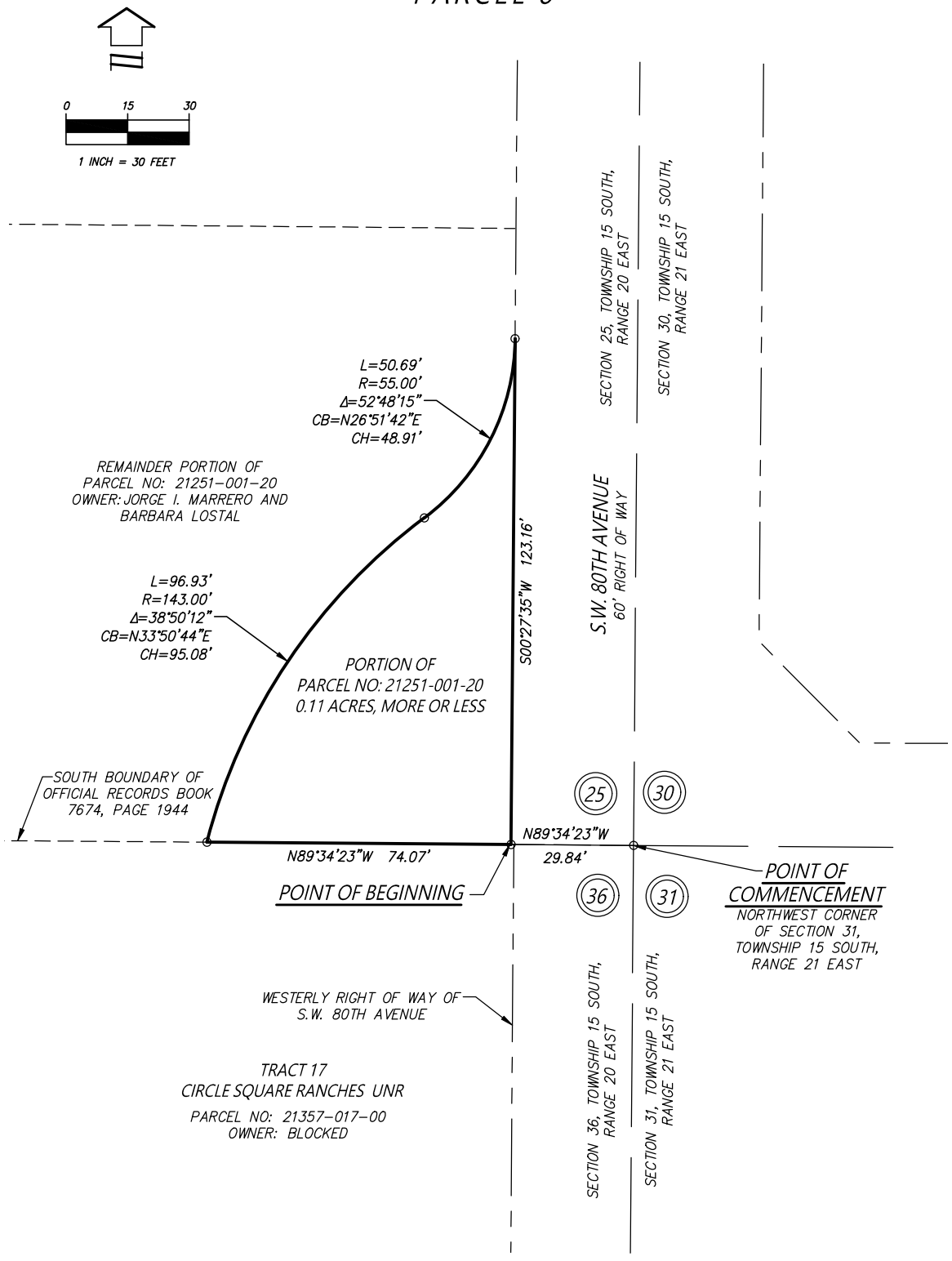
Drawing name: Z:\Projects\231215 SW 80th Avenue (SW 90TH St to SW 24th St)\DWG\Sketch\Right of Way Takings\Parcel 6 - Parcel No 21251-001-20\231215 (Parcel 6 - Parcel No 21251-001-20).dwg SHEET 1 Oct 18, 2025 9:12am by: chowson

JCH
CONSULTING GROUP, INC.
LAND DEVELOPMENT+ SURVEYING & MAPPING
PLANNING + ENVIRONMENTAL + G.I.S.
CERTIFICATE OF AUTHORIZATION NO. LB 8071 CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553
426 SW 15TH STREET, OCALA, FLORIDA 34471
PHONE (352) 405-1482 www.JCHcg.com

| | | |
|---|---|---|
| DRAWN: | M.A. | J.O.#231215 |
| REVISED: | | DWG.#231215SK (PARCEL 6) |
| CHECKED: | C.J.H. | SHEET 1 OF 2 |
| APPROVED: | C.J.H. | PARCEL 21251-001-20 |
| SCALE: --- | | COPYRIGHT © OCTOBER, 2025 |

**SKETCH OF DESCRIPTION FOR:**
**MARION COUNTY BOARD OF COUNTY COMMISSIONERS**
**SECTION 25, TOWNSHIP 15 SOUTH, RANGE 20 EAST,**
**MARION COUNTY, FLORIDA**

# " PARCEL 6"




**NOTE: THIS IS NOT A SURVEY**
SHEET 2 OF 2
ONE IS NOT COMPLETE
WITHOUT THE OTHER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PLANNING + ENVIRONMENTAL + G.I.S.
CERTIFICATE OF AUTHORIZATION NO. LB 8071 CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553
426 SW 15TH STREET, OCALA, FLORIDA 34471
PHONE (352) 405-1482 www.JCHcg.com


| | | |
|---|---|---|
| DRAWN: | M.A. | J.O.#231215 |
| REVISED: | | DWG.#231215SK (PARCEL 6) |
| CHECKED: | C.J.H. | SHEET 2 OF 2 |
| APPROVED: | C.J.H. | PARCEL 21251-001-20 |
| SCALE: 1" = 30' | | COPYRIGHT © OCTOBER, 2025 |

**SKETCH OF DESCRIPTION FOR:**
**MARION COUNTY BOARD OF COUNTY COMMISSIONERS**
**SECTION 25, TOWNSHIP 15 SOUTH, RANGE 20 EAST,**
**MARION COUNTY, FLORIDA**

# FID 52

## DESCRIPTION:

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## NOTES:

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**NOTE: THIS IS NOT A SURVEY**
SHEET 1 OF 3
ONE IS NOT COMPLETE
WITHOUT THE OTHER

## LEGEND:

| | |
|---|---|
| —/\/— | LINE BREAK |
| R/W | RIGHT-OF-WAY |
| CONC. | CONCRETE |
| LS | LAND SURVEYOR |
| LB | LICENSED BUSINESS |
| NO. | NUMBER |
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Drawing name: Z:\Projects\231215 SW 80th Avenue (SW 90TH St to SW 24th St)\DWG\Sketch\Easements\Temporary Construction Easement\TCER\TCE#72\231215SKR (TCE#72 - Parcel No 21251-001-20).dwg SHEET 1 Feb 11, 2026 10:46pm by: chowson


JCH
CONSULTING GROUP, INC.
LAND DEVELOPMENT+ SURVEYING & MAPPING
PLANNING + ENVIRONMENTAL + G.I.S.
CERTIFICATE OF AUTHORIZATION NO. LB 8071 CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553
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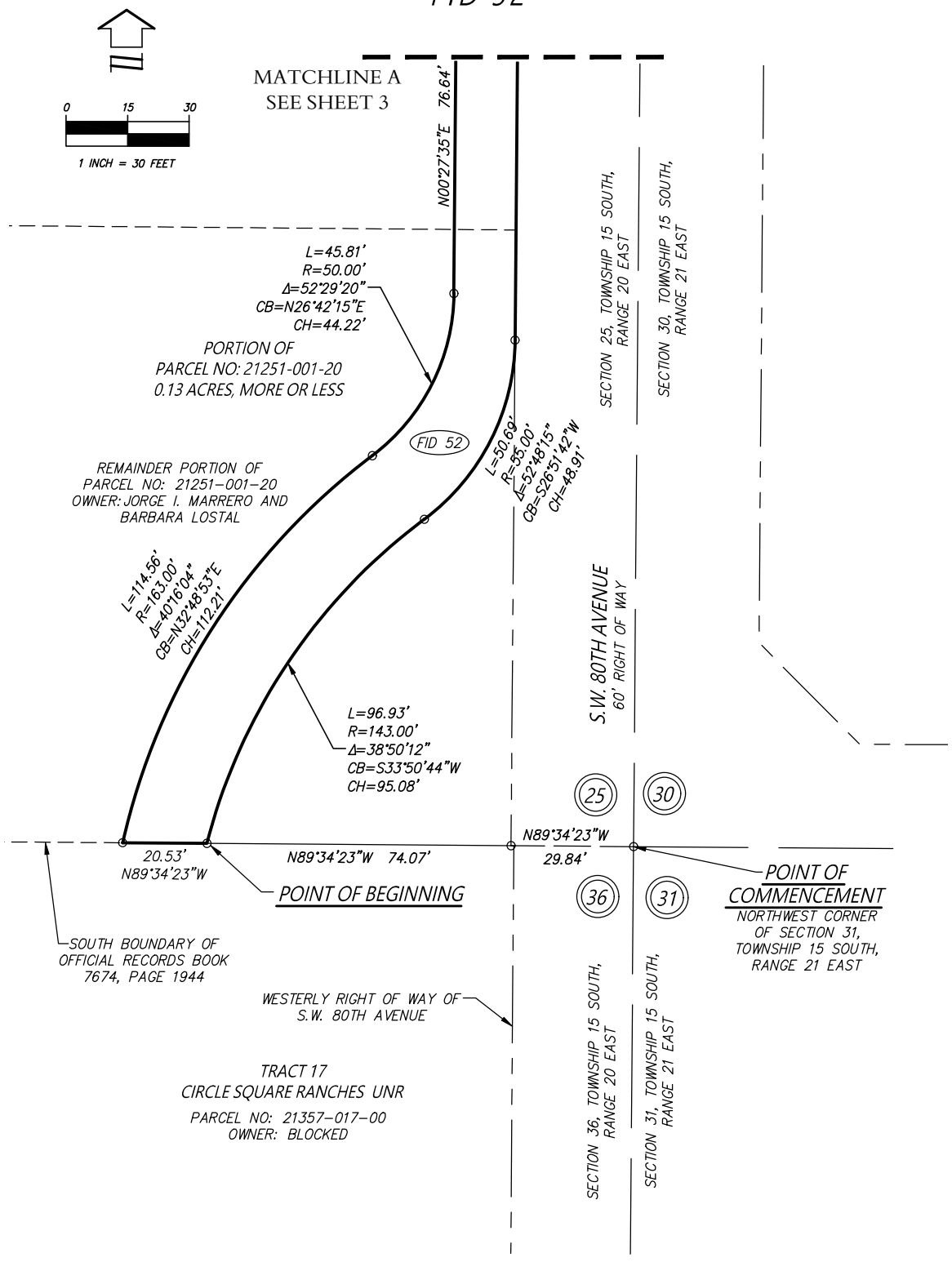
PHONE (352) 405-1482 www.JCHcg.com


| | | |
|---|---|---|
| DRAWN: | M.A. | J.O.#231215 |
| REVISED: | | DWG.#231215SKR(TCE#72) |
| CHECKED: | C.J.H. | FID 52 |
| APPROVED: | C.J.H. | PARCEL 21251-001-20 |
| SCALE: --- | | COPYRIGHT © OCTOBER, 2025 |

**SKETCH OF DESCRIPTION FOR:**
**MARION COUNTY BOARD OF COUNTY COMMISSIONERS**
**SECTION 25, TOWNSHIP 15 SOUTH, RANGE 20 EAST,**
**MARION COUNTY, FLORIDA**

*FID 52*




**NOTE: THIS IS NOT A SURVEY**
SHEET 2 OF 3
ONE IS NOT COMPLETE
WITHOUT THE OTHER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**SKETCH OF DESCRIPTION FOR:**
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**SECTION 25, TOWNSHIP 15 SOUTH, RANGE 20 EAST,**
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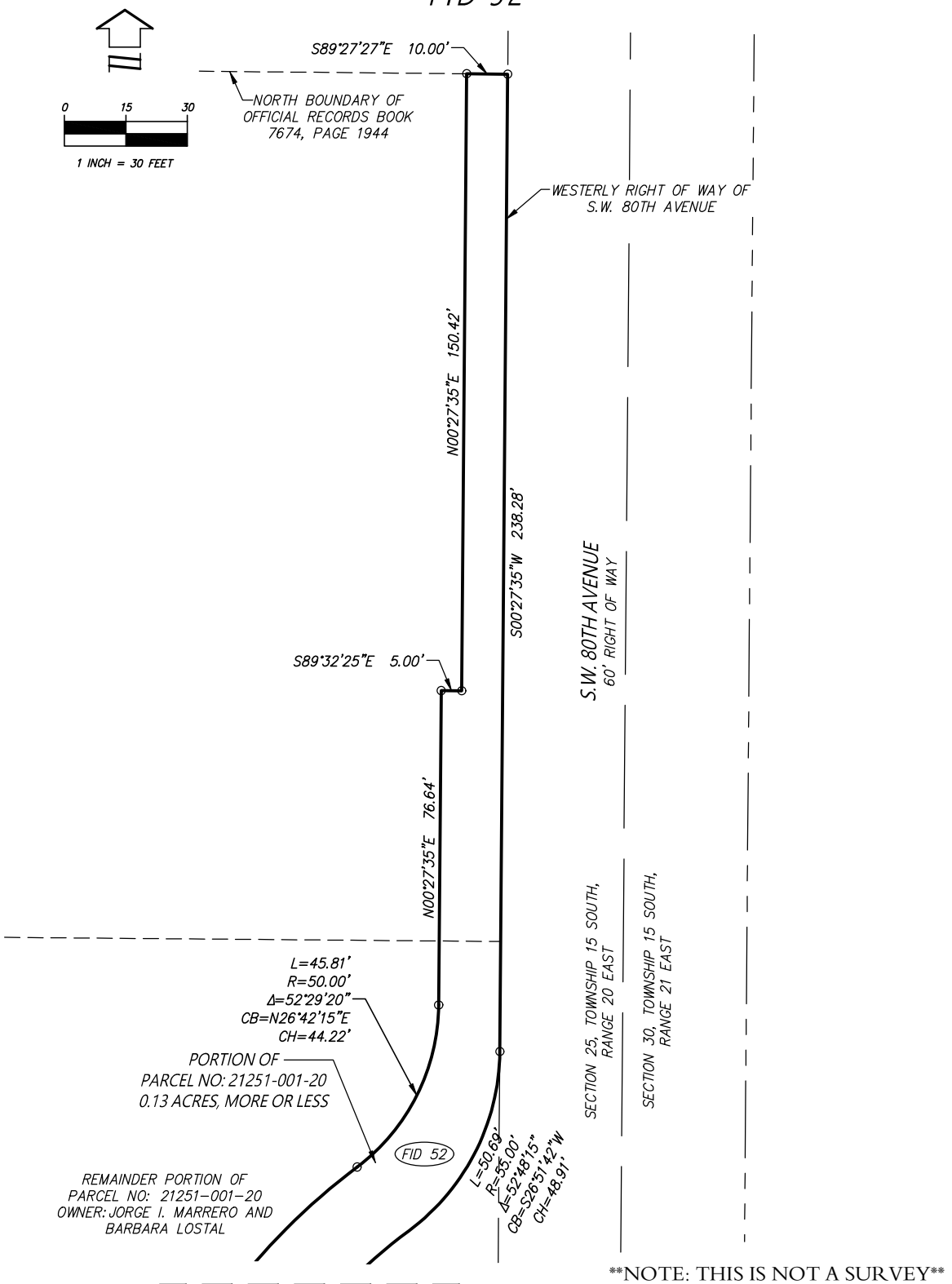
*FID 52*




MATCHLINE A
SEE SHEET 2

**NOTE: THIS IS NOT A SURVEY**
SHEET 3 OF 3
ONE IS NOT COMPLETE
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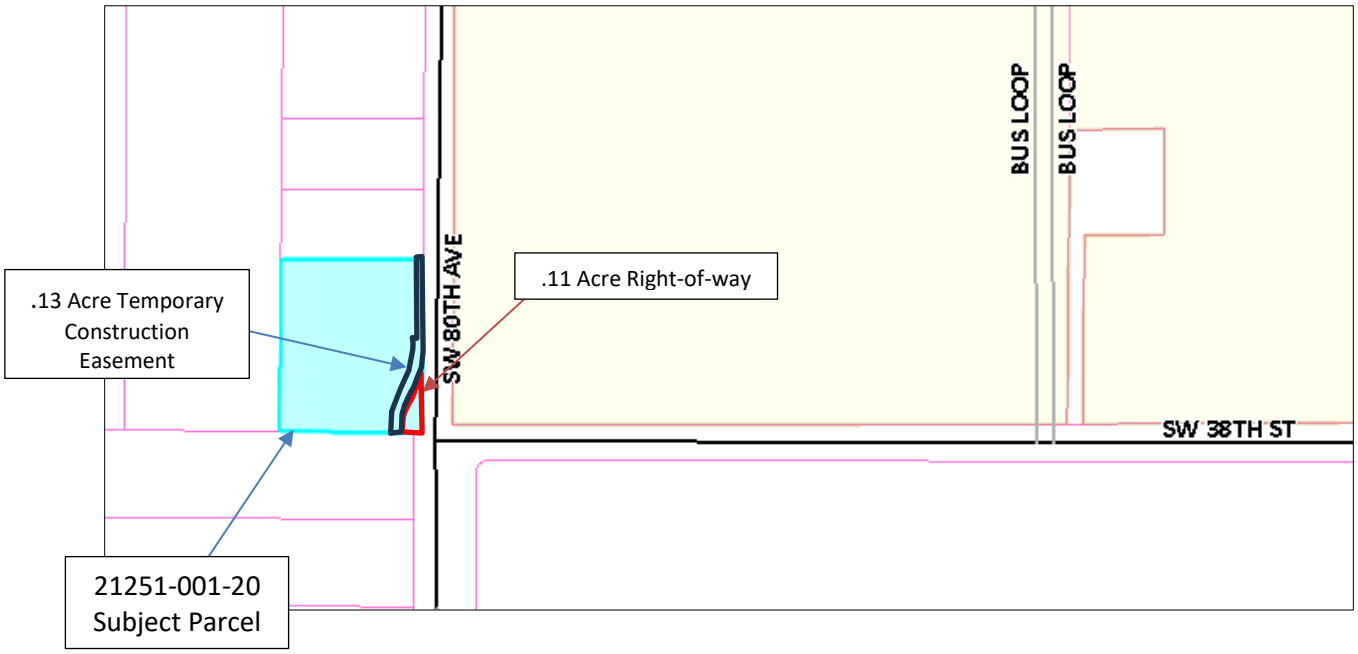
| SCALE: 1" = 30' | | COPYRIGHT © OCTOBER, 2025 |

# Location Map

PID# 21251-001-20
2.55 Acres +/- Subject Parcel
.110 Acres +/- Right-Of-Way Taking
.13 Acres +/- Temporary Construction Easement
Unrecorded Plat
Thoroughbred Acres
Lots 3 & 4



# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22813 **Agenda Date:** 5/5/2026 **Agenda No.:** 7.7.6.

**SUBJECT:**
**Request Approval of a Purchase Agreement Associated with the NW 49th Street Phase 3 Road Improvement Project for a Portion of Parcel 13561-001-02 (Budget Impact- Neutral; expenditure of $5,300)**

**INITIATOR:**
**Steven Cohoon, PE, County Engineer**

**DEPARTMENT:**
**Office of the County Engineer**

**DESCRIPTION/BACKGROUND:**
This is a request to approve a purchase agreement in the amount of $5,300 plus closing costs for a portion of parcel 13561-001-02 associated with the NW 49th Street Phase 3 Road Improvement Project (from NW Hwy 225A to NW 44th Avenue). This is a .020 acre temporary construction easement taking of a parcel approximately 13.07 acres in size.

The negotiated agreement is inclusive of any and all costs associated with this transaction. There are cost savings recognized in this negotiation by avoiding additional costs that occur during condemnation proceedings.

**BUDGET/IMPACT:**
Neutral; expenditure of $5,300 plus closing costs (Fund STC073811- CIPTRANSP-NEWINF ROW-738- VJ38541-561301).

**RECOMMENDED ACTION:**
Motion to approve the purchase agreement and authorize the Chairman and Clerk to execute the same.

# LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Woods (Last) Elizabeth (First) (Dept) Office of the County Engineer - 4121

(Title) Property Manager (Phone) 352-671-8667

Signature s/Elizabeth Woods Date 04/21/2026

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☐ Draft Document ☑ Approve as to Form ☐ RESUBMIT LRM No. _____
☐ Legal Opinion ☐ Other

Description of Request

Please review and approve the attached purchase agreement for parcel 69 of the NW 49th Street Phase 3 project. Thank you!

For more information or discussion, contact: ☑ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☐ Yes ☐ No Agenda Date: _____

Agenda Deadline Date for **Legal:** _____ Agenda Deadline Date for **Admin:** _____

**Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.**

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2026-324

Assigned to: ☐ Matthew Guy Minter, County Attorney ☐ Dana E. Olesky, Chief Asst. County Attorney ☐ Linda Blackburn Asst. County Attorney ☒ Thomas Schwartz Asst. County Attorney ☐ Valdoston Shealey Asst. County Attorne

Outcome:

☑ Approved as to form and legal sufficiency

☐ Approved with revisions: ☐ Suggested ☐ Completed

☐ Other:

Date Received:

***RECEIVED***
***By Marion County Attorney-WN at Apr 22, 2026***

Attorney Signature: Thomas Schwartz Date 4/22/26

Staff Signature: _____ Date: 4/22/26 Returned: ☑ Department ☐ Admin ☐ _____

Completed

Rev2 03/19/2025

This instrument prepared by:
Office of County Engineer
412 SE 25th Avenue
Ocala, FL. 34471

March 31, 2026

Return to:
Office of County Engineer
412 SE 25th Avenue Bldg. 1
Ocala, FL. 34471

Project: NW 49th Street Phase 3
Parcel #: 69
Parcel ID#: 13561-001-02

# PURCHASE AGREEMENT

THIS **AGREEMENT** is made by and between: **OSIRIS SPORT HORSES LLC, a Florida limited liability company**, having a mailing address of 14339 Collecting Canal RD, Loxahatchee, FL 33470-4808, hereinafter referred to as the SELLER and **MARION COUNTY**, a political subdivision of the State of Florida for use and benefit of MARION COUNTY, hereinafter referred to as BUYER.

**WITNESSETH**

For and in consideration of the mutual covenants and conditions herein contained, SELLER hereby agrees to sell and BUYER hereby agrees to buy the following property or interest therein, upon the following terms and conditions:

## I. DESCRIPTION

Real estate or interest therein, identified as Parcel ID #: 13561-001-02 and further shown on Right-of-Way Maps and/or Sketch of Description for the NW 49th Street Phase 3 (from NW HWY 225A to NW 44th Ave) road project incorporated herein by reference and attached as Exhibit "A".

( ) Fee Simple
(X) Temporary Construction Easement
( ) Permanent Easement
( ) Leasehold Interest

(a) Personal property, Fixtures and Appliances identified as follows:

1) **Personal property**: Unless excluded below or by other terms of this Agreement, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/ovens(s), refrigerator(s), dishwasher, disposal, ceiling fan(s), intercom, light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate and other access devices, and storm shutters/panels ("Personal Property").
Other Personal Property items included in this purchase are:
N/A
The following Personal Property items are excluded from the purchase:
N/A

2) **Fixtures and Built-In Appliances**: With the exception of the exclusion items listed below, the SELLER and BUYER agree that all existing improvements and fixtures located on or in the property, including but not limited to built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring, windows, screens, shades, blinds, heating systems, HVAC components, air conditioners, pumps, electrical fixtures, and any other equipment or furniture that is fixed in position, shall be included in the sale of the Property.
The following exclusion items are fixtures and built-in appliances that will not be conveyed to Buyer:
N/A

## II. PURCHASE PRICE

(a) Itemized purchase price:

| | |
|---|---|
| Land (SF/AC) | $ 00.00 |
| Improvements – 330 SF of Asphalt Paving | $ 5,100.00 |
| Damages (Severance/Cost-to-Cure) | $ 00.00 |
| Temporary Construction Easement (859.72 SF/0.020 AC) | $ 200.00 |
| Drainage Easement (SF/AC) | $ 00.00 |
| Other: Attorney Fees | $ 00.00 |
| Other: N/A | $ 00.00 |
| Sub-Total | $ 5,300.00 |

(b) Amount to be paid by BUYER to SELLER at closing (not including Buyer's closing costs, fees, prepaids and prorations, which will be noted on the Settlement Statement prior to Closing).
$ 5,300.00

## III. CONDITIONS AND LIMITATIONS

(a) It is mutually understood that this Agreement is contingent to and not binding upon the SELLER or BUYER until ratified and accepted by the Marion County Board of County Commissioners, signed by its Chairman, or Vice-Chair, and attested by the Clerk of the Court. This agreement shall be deemed rejected by BUYER if not ratified and accepted by the Board of County Commissioners and the SELLER acknowledges and agrees that this provision cannot be waived by BUYER or any Agent of BUYER.

(b) SELLER is responsible for all taxes due and owing on the property as of the date of closing and agrees that all current taxes for the year in which this agreement is made on the property acquired shall be prorated and SELLER agrees to pay his and/or her share of said prorated taxes as of the date of closing. BUYER agrees to pay closings costs, such as recording fees, doc stamps and title insurance. Additionally, any delinquent taxes shall be collected and delivered to the Marion County Tax Collector.

(c) SELLER is responsible for delivering unencumbered title to BUYER at closing. Any sums which BUYER must expend to clear encumbrances shall be deducted at closing from the purchase price shown in Section II. SELLER shall be liable for any existing encumbrances or any encumbrances arising after closing as a result of actions of the SELLER. The terms of this sub-section shall survive the closing.

(d) Any extension of occupancy beyond the date of closing must be authorized by the BUYER in writing. During the period from the date of closing until the SELLER surrenders possession to the BUYER, the SELLER shall exercise diligent care in protecting the property from theft and vandalism. All property, whether real or personal, included in this agreement shall be delivered to BUYER in the same condition existing as the effective date of this agreement, less any reasonable wear and tear.

(e) Other: The purpose of the temporary construction easement is to allow excavation, grading, and other construction activities upon the above described lands for the duration of two (2) years after the start of construction.

## IV. CLOSING DATE

(a) This transaction shall be closed and the instrument of conveyance delivered within 90 days of the date of Board of County Commissioners acceptance. The time to close may be extended by BUYER to give SELLER time to cure title defects to deliver marketable fee simple title to the BUYER.

## V. TYPEWRITTEN OR HANDWRITTEN PROVISIONS

(a) Typewritten or handwritten provisions inserted herein or attached hereto as Addenda, and initialed by all parties, shall control all printed provisions in conflict herewith. All Addenda, whether typewritten or handwritten, attached hereto must be referenced and initialed in this section. In addition, all addenda must be signed by both the SELLER and BUYER.
There ( ) is ( X ) is not an addendum to this agreement.

## VI. ENTIRE AGREEMENT

(a) This agreement shall bind and inure to the benefit of the parties and their successors in interest. This agreement and any exhibits attached hereto constitutes the entire agreement between the BUYER and SELLER, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the property other than those set forth herein. No subsequent alteration, amendment, change, deletion, or addition to this agreement shall be binding upon the BUYER or SELLER unless in writing and signed by both parties.

*[This portion of page intentionally left blank. Signature pages follow.]*

**IN WITNESS WHEREOF, THE PARTIES** has caused these presents to be executed in their respective name(s).

**WITNESSES:**

(Signature)

Carol Ann Mikes
(Print or type Name)

(Signature)

Carson Jefferds
(Print or type name)

**SELLER: OSIRIS SPORT HORSES LLC,**
**a Florida limited liability company**

(Signature)

Gemma L. Paternoster
(Print or type name)

4/21/26
(Date)

**ATTEST:**

GREGORY C. HARRELL,
CLERK OF THE COURT

FOR USE AND RELIANCE OF
MARION COUNTY ONLY,
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

For COUNTY ATTORNEY

**BUYER:**
**MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS**

BY: CARL ZALAK III, CHAIRMAN

(Date)

Revised 3-2024

"EXHIBIT A"
Parcel ID #: 13561-001-02

(TCE) – TEMPORARY CONSTRUCTION EASEMENT

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 14 SOUTH, RANGE 21 EAST MARION COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.W. CORNER OF SECTION 32, TOWNSHIP 14 SOUTH, RANGE 21 EAST; THENCE S.89°10'45"E., ALONG THE NORTH BOUNDARY OF THE N.W. 1/4 OF SAID SECTION 32, 25.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF N.W. HIGHWAY 225A (WIDTH VARIES); THENCE DEPARTING SAID NORTH BOUNDARY, S.00°33'45"W., ALONG SAID EAST RIGHT OF WAY LINE, 436.87 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, S.89°28'50"E., 5.00 FEET; THENCE S.59°46'39"E., 28.76 FEET; THENCE S.00°33'07"W., 14.00 FEET; THENCE S.67°27'22"W., 29.99 FEET; THENCE N.89°28'50"W., 2.42 FEET TO A POINT ON THE AFORESAID EAST RIGHT OF WAY LINE OF N.W. HIGHWAY 225A; THENCE N.00°33'45"E., ALONG SAID EAST RIGHT OF WAY LINE, 40.00 FEET TO THE POINT OF BEGINNING.

(SAID LANDS CONTAINING 859.72 SQUARE FEET / 0.020 ACRES, MORE OR LESS)

"THIS IS NOT A SURVEY"

**SKETCH OF DESCRIPTION**
**FOR:**
**MARION COUNTY**

**PROJECT PARCEL NO. 69**
**(PARCEL NO. 13561-001-02)**

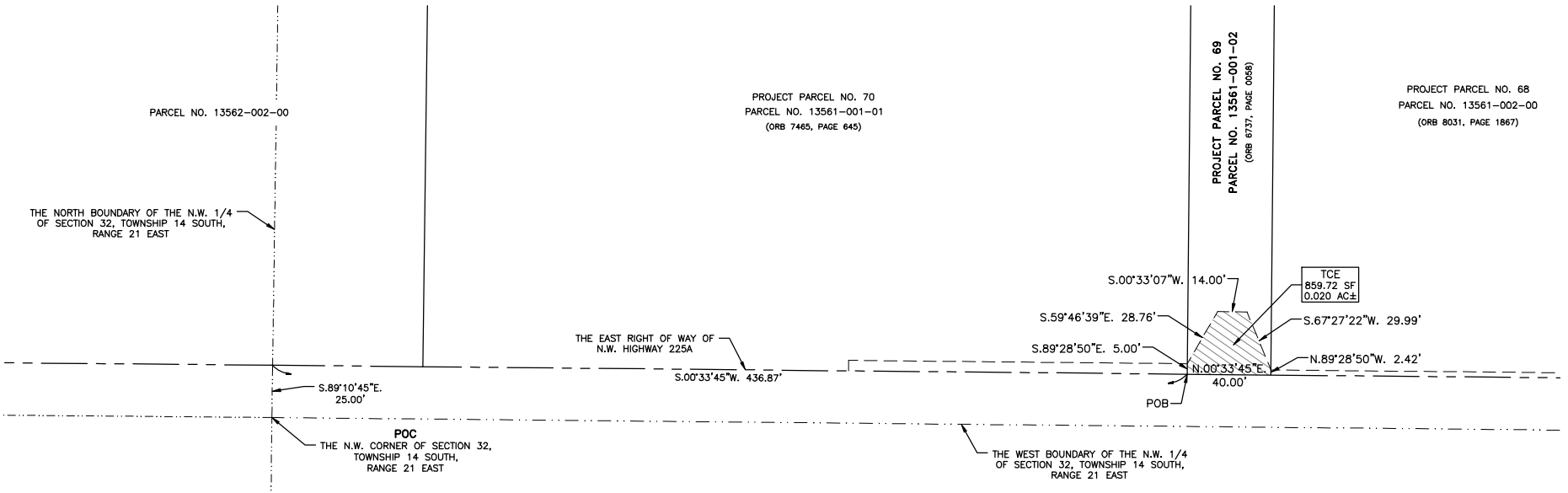
**DESCRIPTION:**

(TCE) – TEMPORARY CONSTRUCTION EASEMENT

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 14 SOUTH, RANGE 21 EAST MARION COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.W. CORNER OF SECTION 32, TOWNSHIP 14 SOUTH, RANGE 21 EAST; THENCE S.89°10'45"E., ALONG THE NORTH BOUNDARY OF THE N.W. 1/4 OF SAID SECTION 32, 25.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF N.W. HIGHWAY 225A (WIDTH VARIES); THENCE DEPARTING SAID NORTH BOUNDARY, S.00°33'45"W., ALONG SAID EAST RIGHT OF WAY LINE, 436.87 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, S.89°28'50"E., 5.00 FEET; THENCE S.59°46'39"E., 28.76 FEET; THENCE S.00°33'07"W., 14.00 FEET; THENCE S.67°27'22"W., 29.99 FEET; THENCE N.89°28'50"W., 2.42 FEET TO A POINT ON THE AFORESAID EAST RIGHT OF WAY LINE OF N.W. HIGHWAY 225A; THENCE N.00°33'45"E., ALONG SAID EAST RIGHT OF WAY LINE, 40.00 FEET TO THE POINT OF BEGINNING.

(SAID LANDS CONTAINING 859.72 SQUARE FEET / 0.020 ACRES, MORE OR LESS)




LEGEND

| | | | |
|---|---|---|---|
| POB | = POINT OF BEGINNING | (P) | = PLAT DIMENSION |
| POC | = POINT OF COMMENCEMENT | (D) | = DEED DIMENSION |
| R/W | = RIGHT OF WAY | (F) | = FIELD MEASURED |
| DROW | = DRAINAGE RIGHT OF WAY | SF | = SQUARE FEET |
| TCE | = TEMPORARY CONSTRUCTION EASEMENT | AC. | = ACRES |
| DRA | = DRAINAGE RETENTION AREA | ORB | = OFFICIAL RECORDS BOOK |
| UE | = UTILITY EASEMENT | LB | = LICENSED BUSINESS |
| DE | = DRAINAGE EASEMENT | LS | = LICENSED SURVEYOR |
| Δ | = DESCRIPTIVE POINT | // | = BROKEN LINE; NOT TO SCALE |

**SURVEYOR'S CERTIFICATION:**
THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE ESTABLISHED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, FOR A SKETCH OF DESCRIPTION:

DATE

GLEN H. PREECE, JR., P.S.M. – LS 5427

STATE CERTIFIED SDVBE

PREECE
LAND SURVEYING, Inc.

BELLWETHER PROFESSIONAL PARK
2201 S.E. 30TH AVENUE, SUITE 102
OCALA, FL 34471
PHONE: (352) 351-0091
FAX: (352) 351-0093 FAX
EMAIL: glen@plsinc.us

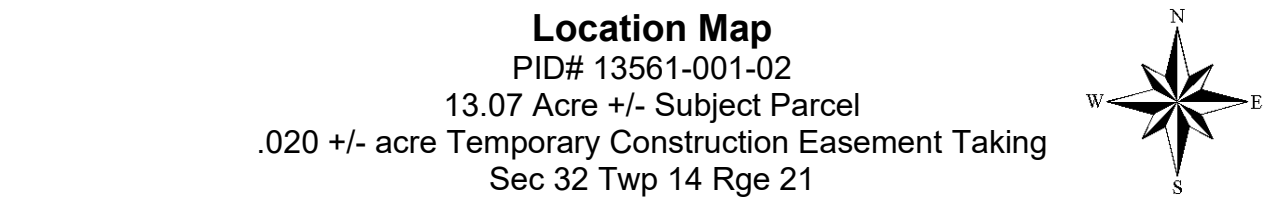
(LICENSED BUSINESS NO. 7389)

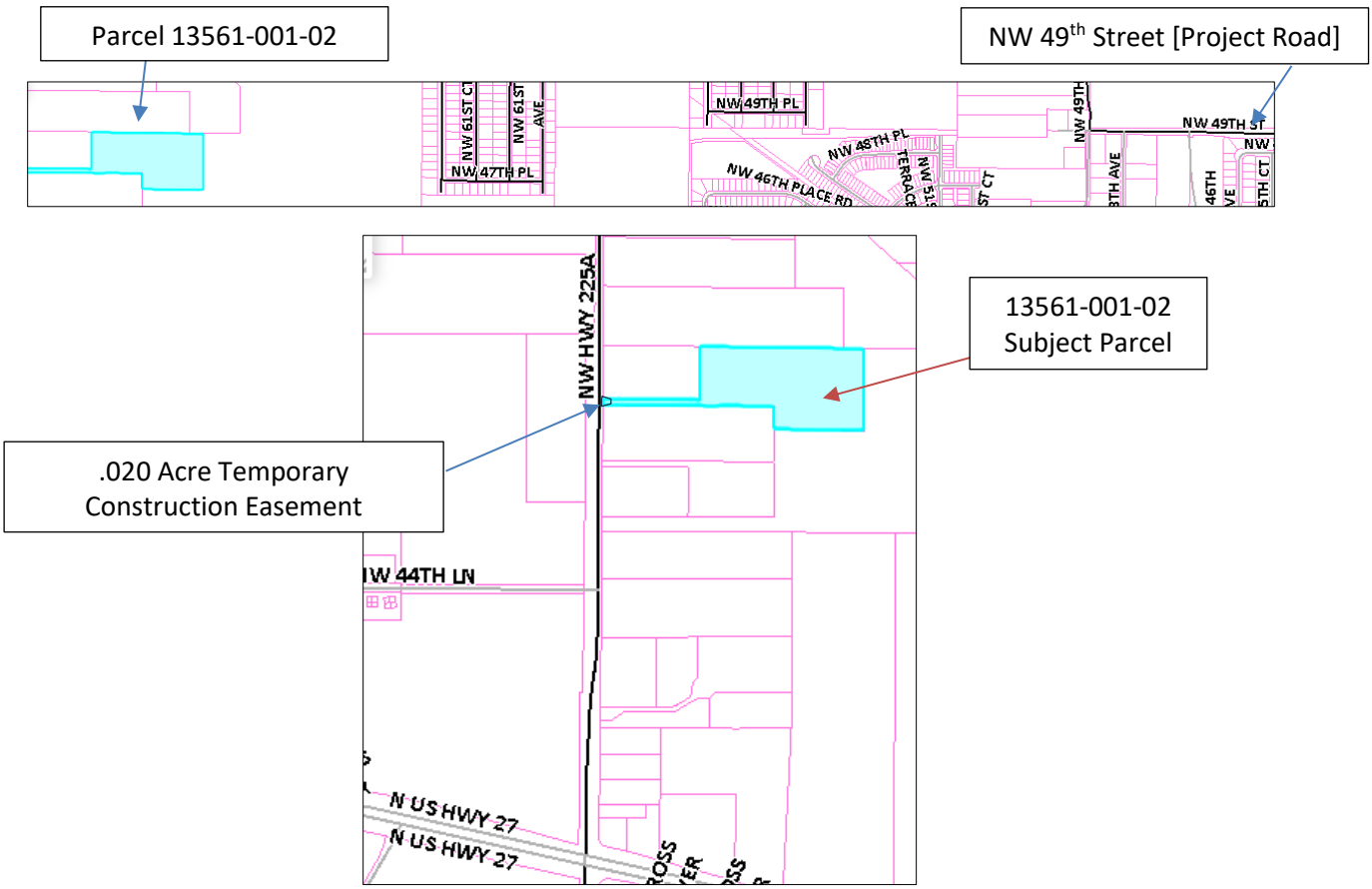
DATE OF SKETCH: MARCH 20, 2025

| | | | | |
|---|---|---|---|---|
| DRAWN: | G.H.P. | REVISIONS | BY | DATE |
| CHECKED: | G.H.P. | | | |
| F.B./PG. N/A | | | | |
| FILE INFO: N.W. 49TH STREET | | | | |
| SCALE: 1" = 50' | | COPYRIGHT © 2025 | JOB ORDER# 21-098 (13561-001-02) P69 | |

# Location Map

PID# 13561-001-02
13.07 Acre +/- Subject Parcel
.020 +/- acre Temporary Construction Easement Taking
Sec 32 Twp 14 Rge 21



# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22801 **Agenda Date:** 5/5/2026 **Agenda No.:** 8.1.

**SUBJECT:**
**Request Board Authorization for County Attorney and County Engineer to Proceed with the Acquisition of Certain Property Interests from Adam Paul Lusk and Lynn Ann Lusk, as Trustees of the Adam Paul Lusk and Lynn Ann Lusk Joint Revocable Trust, or their Successors in Interest, for the NW 49th Street Phase 3 Road Construction Project, within the Purchase Price and Other Parameters Described Herein (Budget Impact - Neutral; expenditure of $2,488,131.25)**

**INITIATOR:**
**Matthew G. Minter, County Attorney**

**DEPARTMENT:**
**County Attorney**

**DESCRIPTION/BACKGROUND:**
Marion County is currently acquiring parcels for the construction of the NW 49th Street Phase 3 Road Construction Project (from NW Highway 225 A to NW 44th Avenue). Acquisition of certain real property interests owned by Adam Paul Lusk and Lynn Ann Lusk, as Trustees of the Adam Paul Lusk and Lynn Ann Lusk Joint Revocable Trust, is necessary to complete the project as designed. Mr. and Mrs. Lusk own a parcel directly east of NW Highway 225A. The approved roadway alignment traverses the parcel and necessitates the proposed acquisitions, which include 3.881 acres of right-of-way taking, 4.461 acres of drainage right-of-way taking, and 0.115 acres of a permanent drainage easement.

Following extensive negotiations and the filing of a Petition in Eminent Domain, the parties have reached an agreement on the essential terms of a negotiated settlement, which is being presented for the Court's approval via a Stipulated Order of Taking and Final Judgment ("Stipulated OT"). Of important note, the parties agreed that rather than take the initial proposed acreage from the parcel, which was roughly 72% of the parcel, the County will instead purchase the entirety of the parcel, which is 11.81 acres in size. This agreement is advantageous to the County in that it avoids the substantial risk of severance damages associated with the originally proposed partial takings, which would have left a materially impaired remainder parcel with limited economic utility. Acquisition of the entire parcel simplifies title, eliminates the need for valuation and litigation of remainder damages, provides the County with complete control over the project area, and facilitates more efficient construction and long-term use of the property. The settlement therefore reflects a reasonable and cost-effective resolution of the County's acquisition needs.

Staff respectfully request Board approval of the proposed Stipulated OT, based on the agreed-upon essential terms, and authorization for the County Attorney and County Engineer to finalize and execute the Joint Motion for Entry of the Stipulated OT and any related ancillary documents consistent with those terms that are necessary to complete the acquisitions. Approval of these settlement terms will facilitate the timely completion of the roadway project.

Compensation and Expenses: The most important part of the settlement provides for payment of the constitutional measure of "full compensation" to the property owner for all interests for $2,187,900.00, including any claims for severance damages or consequential damages. In addition to that, the County will be required to pay the owner's statutory attorney fees of $257,000.00 and costs of $43,231.25, for **a total cost to the County of $2,488,131.25.** Payment of these amounts is subject to the Court's execution of a proposed Stipulated Order of Taking and Final Judgment.

**BUDGET/IMPACT:**
Neutral; expenditure of $2,488,131.25, payable from account #STC073811-CIP TRANSP- NEWINF ROW-738- VJ38541-561301

**RECOMMENDED ACTION:**
Motion to approve the proposed Stipulated Order of Taking and Final Judgment to be finalized by the County Attorney and the County Engineer, incorporating the terms described above.

**IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT**
**IN AND FOR MARION COUNTY, FLORIDA**

MARION COUNTY, a political Subdivision of the State of Florida,
Petitioner,
vs.

CASE NO: 2026-CA-0397
PARCEL NOS: 52

ADAM PAUL LUSK AND LYNN ANN LUSK, AS TRUSTEES OF THE ADAM PAUL LUSK AND LYNN ANN LUSK JOINT REVOCABLE TRUST, et. al,

Defendants.
_____/

**STIPULATED ORDER OF TAKING and FINAL JUDGMENT**
**AS TO PROJECT PARCEL 52**
**(with Disbursement Instructions to the Clerk)**

THIS CAUSE came on for consideration by the Court upon a stipulated agreement for Final Judgment between the Petitioner, MARION COUNTY, FLORIDA, and Defendants, ADAM PAUL LUSK AND LYNN ANN LUSK, AS TRUSTEES OF THE ADAM PAUL LUSK AND LYNN ANN LUSK JOINT REVOCABLE TRUST, and GEORGE ALBRIGHT as MARION COUNTY TAX COLLECTOR; (the "Parties"); it appearing to the Court that the Parties were authorized to enter into such agreement; the court finding that the taking is necessary for a public purpose, and It appearing that proper notice was first given to Defendants, and to all persons having or claiming any equity, lien, title or other interest in or to the property subject to this suit, "Subject Property," as more fully described in the attached **Exhibit "A";** and the Court finding that the compensation to be paid by the Petitioner is full, just, and reasonable for all Parties concerned; the Court being fully advised in the premises; and the Court finding that all parties have consented to the terms of this **Stipulated Order of Taking and Final Judgment**, it is therefore,

ORDERED AND ADJUDGED:

1. That the Court has jurisdiction of this action, of the Subject Property and of the parties in this cause pursuant to Chapters 73 and 74 of the Florida Statutes.

2. That ADAM PAUL LUSK AND LYNN ANN LUSK, AS TRUSTEES OF THE ADAM PAUL LUSK AND LYNN ANN LUSK JOINT REVOCABLE TRUST are the fee simple owners of the Subject Property and that the pleadings in this cause are sufficient as to the Subject Property and that Petitioner is properly exercising its delegated authority, and that the condemnation of the Subject Property is for a valid public purpose and necessary for that purpose. A legal description of Subject Property is attached hereto as **Exhibit "A."**

3. Pursuant to a Joint Motion for Entry of Stipulated Order of Taking and Final Judgment entered into by the Parties, Respondents, , shall have and recover from Petitioner the sum of TWO MILLION FOUR HUNDRED EIGHTY-EIGHT THOUSAND ONE HUNDRED THIRTY-ONE Dollars and 25/100 Cents ($2,488,131.25) in full payment of any and all claims of any nature arising as a result of Petitioner's taking of the subject property, including, without limitation, compensation for land value, improvements, severance damages if any, attorney fees and costs, fees for non-monetary compensation (if any), and expert fees and costs broken out as follows:

(a) TWO MILLION ONE HUNDRED EIGHTY-SEVEN THOUSAND NINE HUNDRED Dollars and 00/100 Cents ($2,187,900.00) less pro-rated real property taxes to Respondents ADAM PAUL LUSK AND LYNN ANN LUSK, AS TRUSTEES OF THE ADAM PAUL LUSK AND LYNN ANN LUSK JOINT REVOCABLE TRUST, for land value, improvements, damages, moving/ relocation expenses, and all other claims, excluding attorneys' fees and costs;

(b) TWO HUNDRED FIFTY-SEVEN THOUSAND Dollars and 00/100 Cents ($257,000.00) as reimbursement for reasonable attorney's fees for the benefit achieved, as stipulated by the Parties, for the services of Joseph Hanratty, Esq.

(c) FORTY-THREE THOUSAND TWO HUNDRED THIRTY-ONE Dollars and 25/100 Cents ($43,231.25) paid to Joseph Hanratty, Esq., as reimbursement for reasonable expert fees and costs for the benefit achieved, as stipulated by the Parties.

4. Upon entry and within twenty (30) days of this Stipulated Order of Taking and Final Judgment, the Petitioner shall deposit the total sum of TWO MILLION FOUR HUNDRED EIGHTY-EIGHT THOUSAND ONE HUNDRED THIRTY-ONE Dollars and 25/100 Cents ($2,488,131.25) into the Registry of the Court.

5. By the Parties' agreement, that upon deposit of the above sum, within three (3) working days thereafter, without further Order of this Court, the Clerk of the Court shall mail the sum of TWO MILLION FOUR HUNDRED EIGHTY-EIGHT THOUSAND ONE HUNDRED THIRTY-ONE Dollars and 25/100 Cents ($2,488,131.25) dollars made payable to the Law Office of Joseph M. Hanratty, PLLC Trust Account, c/o Joseph M. Hanratty, Esquire, to the address of 500 NE 8th Avenue, Ocala, FL 34470.

6. Upon receipt of said payment, Respondents ADAM PAUL LUSK AND LYNN ANN LUSK, AS TRUSTEES OF THE ADAM PAUL LUSK AND LYNN ANN LUSK JOINT REVOCABLE TRUST, c/o Joseph M. Hanratty, Esq. shall make payment to GEORGE ALBRIGHT, as MARION COUNTY TAX COLLECTOR, c/o Vanessa Thomas, Esq., Forman & Thomas, 1301 NE 14th Street, Ocala, FL 34470, for pro-rated real property taxes, including any past due real property taxes, if applicable.

7. That upon Petitioner's deposit of the sum herein above specified into the Registry of the Court, all title and interest to the real property described in Exhibit "A" shall vest in Petitioner and the Petitioner shall have all rights of possession to the subject property.

8. No additional sums are due and payable to Respondents ADAM PAUL LUSK AND LYNN ANN LUSK, AS TRUSTEES OF THE ADAM PAUL LUSK AND LYNN ANN LUSK JOINT REVOCABLE TRUST, or Respondents' attorneys, as a result of the taking of the subject property.

9. This Court reserves jurisdiction to enforce the terms of this Stipulated Order of Taking and Final Judgment.

**DONE** and **ORDERED** in Chambers at Marion County, Florida on this ____ day of _____, 2026.

_____
**Honorable Lisa Herndon**
**Circuit Court Judge**

**Conformed copies to:**

Matthew G. Minter, Esquire
Matthew.Minter@marionfl.org

Joseph M. Hanratty, Esq.
joehanratty@hotmail.com

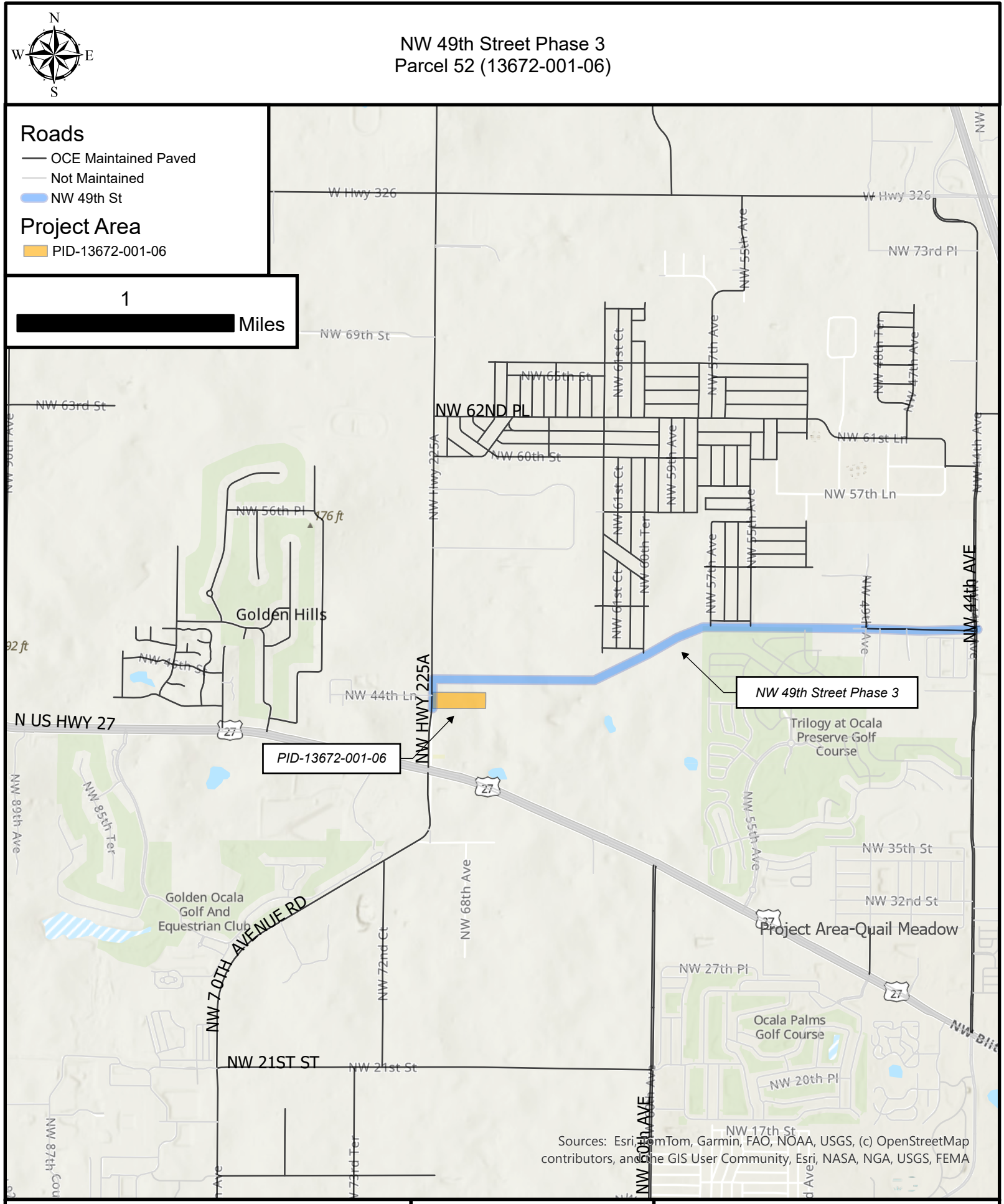
Vanessa Thomas, Esquire
Vthomas.pleadings@gmail.com

Clerk's Account Department

**EXHIBIT A**
**Legal Description of Taking**

Commence at the Southwest corner of the Northwest 1/4 of Section 32, Township 14 South, Range 21 East, thence North 89° 50'01" East, along the South boundary of the Southwest 1/4 of the Northwest 1/4 of said Section 32, a distance of 25.00 feet to the East right of way line of County Road 225, thence North 0° 00'38" East along said East right of way line 615.00 feet to the Point of Beginning, thence continue North 0° 00'38" East along said East right of way line 399.77 feet, thence South 89° 50'51" East, 1298.41 feet, thence South 0° 01'49" East, 400.00 feet, thence North 89° 19'49" West, 853.75 feet, thence South 89° 11'24" West, 445.04 feet to the Point of Beginning. Containing 11.81 acres.

Parcel Identification Number: 13672-001-06




Pathway:
\\mcbcc1\dfs\GIS_TR\Clay.Gibson\PDFs

Technician: CG
Printed: 04/24/2026

Marion County Office of the County Engineer
Asset Management Section
412 S.E. 25th Avenue
Ocala, FL 34471

574

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22861 **Agenda Date:** 5/5/2026 **Agenda No.:** 9.1.

**SUBJECT:**
**Present 911 Management Department Update**

**INITIATOR:**
**Michelle Sanders, Director**

**DEPARTMENT:**
**911 Management**

**DESCRIPTION/BACKGROUND:**
Present 911 Management Department update.

**BUDGET/IMPACT:**
None

**RECOMMENDED ACTION:**
For informational purposes only.

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22732 **Agenda Date:** 5/5/2026 **Agenda No.:** 11.1.

**SUBJECT:**
**Request Approval to Schedule a Workshop with Parks & Recreation Regarding Department Funding on Tuesday, May 26, 2026, at 9:00 a.m. in the McPherson Governmental Campus Auditorium**

**INITIATOR:**
**Jim Couillard, PLA, ASLA, Director**

**DEPARTMENT:**
**Parks & Recreation**

**DESCRIPTION/BACKGROUND:**
The Parks & Recreation department is requesting a workshop with the Marion County Board of County Commissioners to discuss funding for the department.

**BUDGET/IMPACT:**
None

**RECOMMENDED ACTION:**
Motion to approve a workshop for Tuesday, May 26, 2026, at 9:00 a.m. in the McPherson Governmental Campus Auditorium.

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22855 **Agenda Date:** 5/5/2026 **Agenda No.:** 11.2.

**SUBJECT:**
**Request Approval to Schedule and Advertise a Public Hearing to Consider an Ordinance to Amend the Name of the Municipal Service Taxing Unit and to Increase the Maximum Assessment Rate for Bahia Oaks Municipal Service Taxing Unit for Street Lighting on Wednesday, June 3, 2026 at 2:00 p.m. in the McPherson Governmental Campus Auditorium**

**INITIATOR:**
**Chad Wicker, Director**

**DEPARTMENT:**
**Municipal Services**

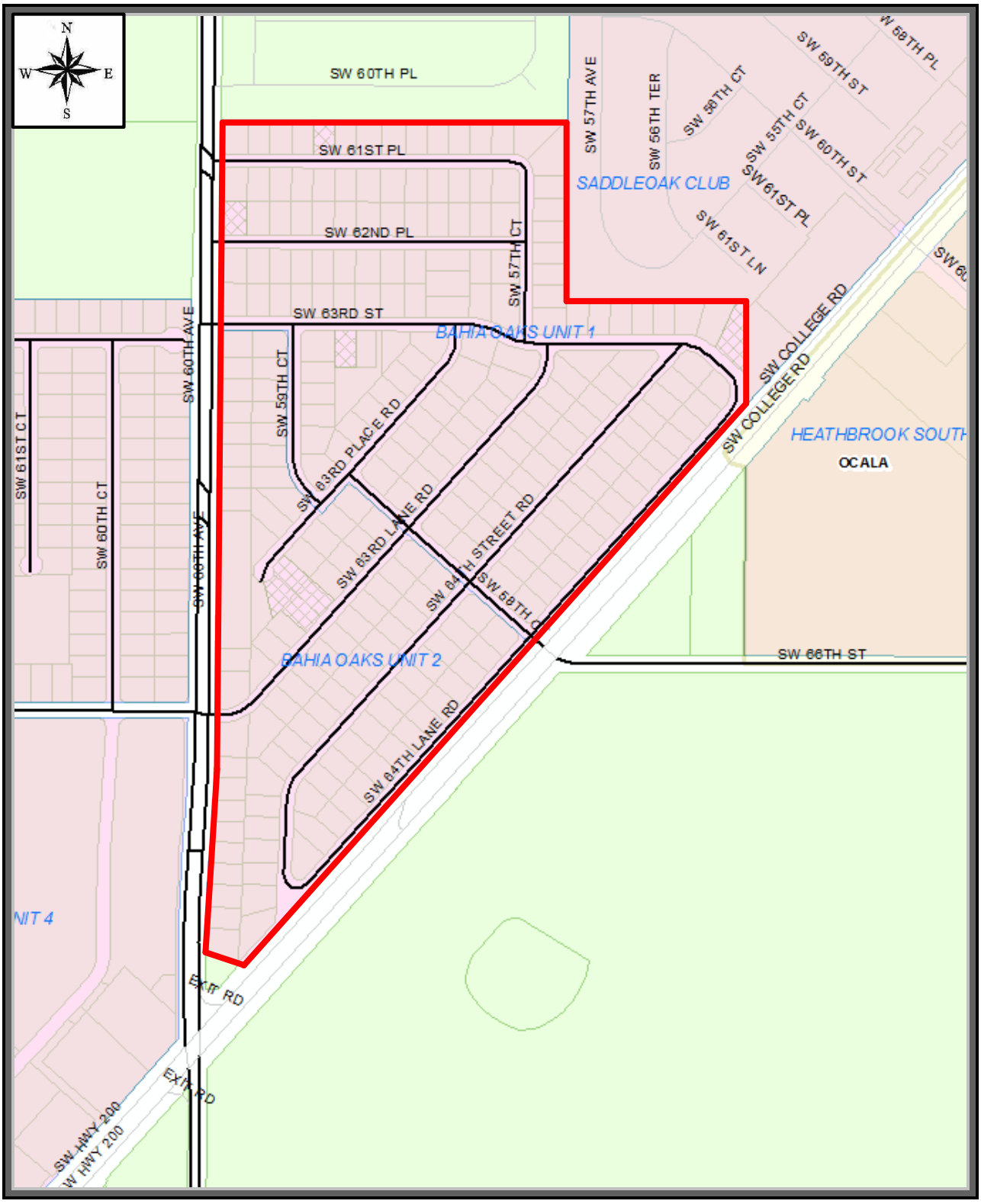
**DESCRIPTION/BACKGROUND:**
The following date is being requested for a Public Hearing associated with the Bahia Oaks Municipal Service Taxing Unit for Street Lighting and in accordance with Florida Statute 197.3632.

- Wednesday, June 3, 2026 at 2:00 p.m.

**BUDGET/IMPACT:**
None

**RECOMMENDED ACTION:**
Motion to schedule and advertise a Public Hearing for the Bahia Oaks Municipal Service Taxing Unit for Street Lighting on Wednesday, June 3, 2026 at 2:00 p.m. in the McPherson Governmental Campus Auditorium.

# Bahia Oaks MSTU – Street Lighting Only



# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22824 **Agenda Date:** 5/5/2026 **Agenda No.:** 11.3.

**SUBJECT:**
**Request Approval to Schedule and Advertise a Public Hearing to Consider a Rate Resolution to Increase the Current Assessment Rate Associated with the Bahia Oaks Municipal Service Benefit Unit for Street Lighting on Wednesday, June 3, 2026 at 2:00 p.m. or as Soon Thereafter as Possible in the McPherson Governmental Campus Auditorium**

**INITIATOR:**
**Chad Wicker, Director**

**DEPARTMENT:**
**Municipal Services**

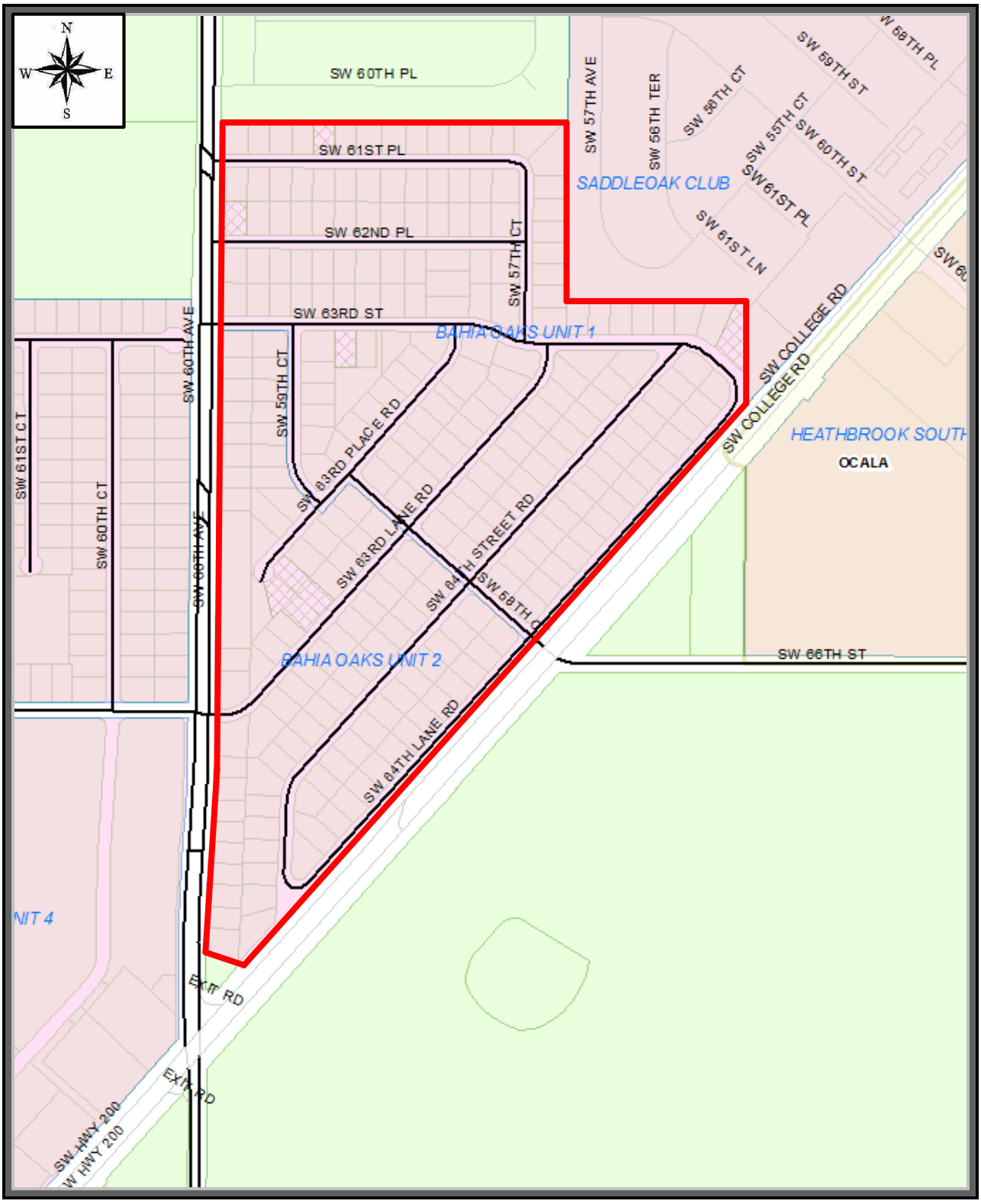
**DESCRIPTION/BACKGROUND:**
The following date is being requested for a Public Hearing associated with the Bahia Oaks Municipal Service Benefit Unit for Street Lighting and in accordance with Florida Statute 197.3632.

- Wednesday, June 3, 2026 at 2:00 p.m. or as soon thereafter as possible

**BUDGET/IMPACT:**
None

**RECOMMENDED ACTION:**
Motion to schedule and advertise a Public Hearing for the Bahia Oaks Municipal Service Benefit Unit for Street Lighting on Wednesday, June 3, 2026 at 2:00 p.m. or as soon thereafter as possible in the McPherson Governmental Campus Auditorium.

# Bahia Oaks MSTU – Street Lighting Only



# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22823 **Agenda Date:** 5/5/2026 **Agenda No.:** 11.4.

**SUBJECT:**
**Request Approval to Schedule and Advertise a Public Hearing to Consider a Rate Resolution to Increase the Current Assessment Rate Associated with the Kingsland Country Estates Whispering Pines and Kingsland Country Estates Forest Glenn Municipal Service Benefit Unit for Street Lighting on Wednesday, June 3, 2026 at 2:00 p.m. or as soon thereafter as possible in the McPherson Governmental Campus Auditorium**

**INITIATOR:**
**Chad Wicker, Director**

**DEPARTMENT:**
**Municipal Services**

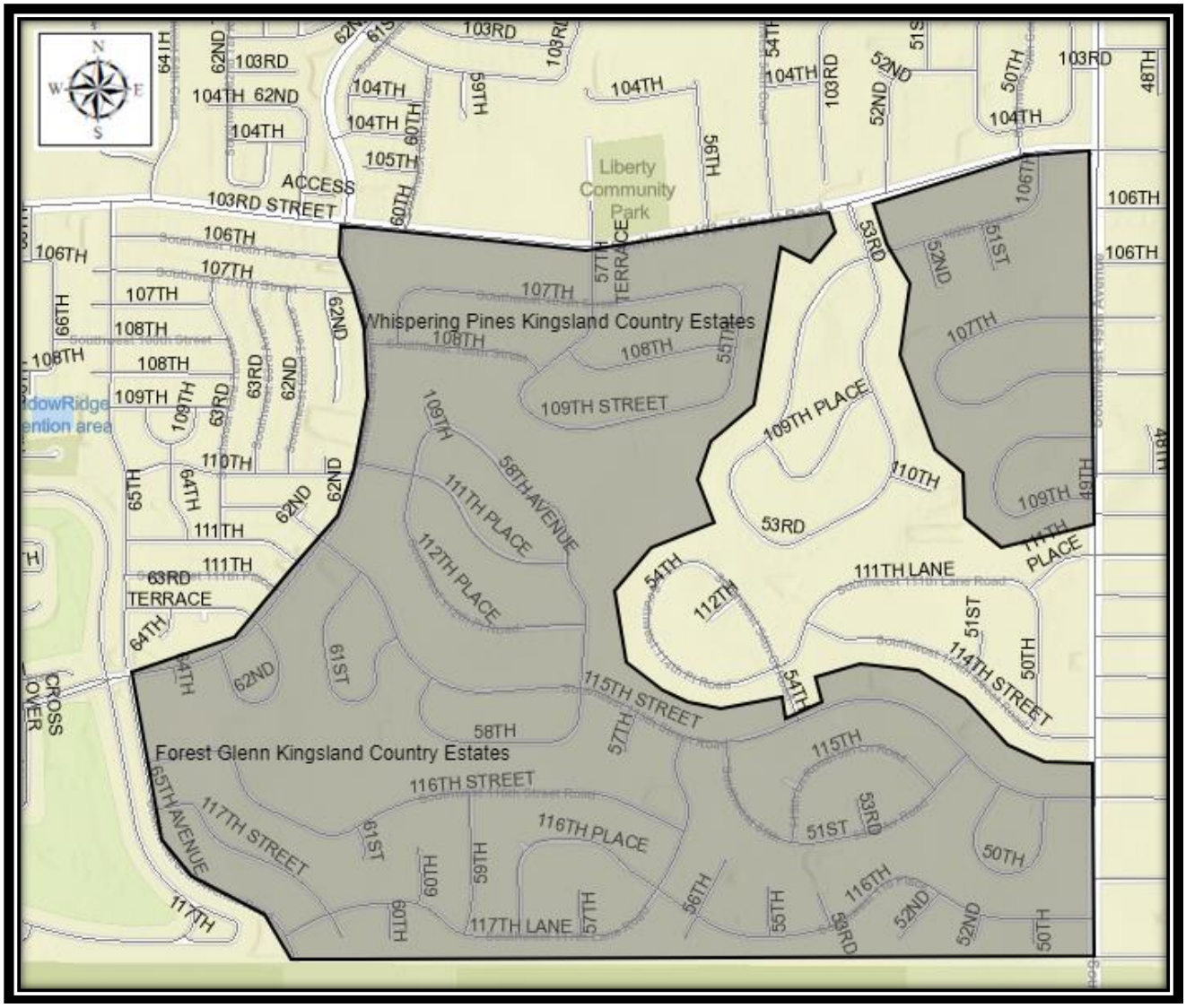
**DESCRIPTION/BACKGROUND:**
The following date is being requested for a Public Hearing associated with the Kingsland Country Estates Whispering Pines and Kingsland Country Estates Forest Glenn Municipal Service Benefit Unit for Street Lighting and in accordance with Florida Statute 197.3632.

- Wednesday, June 3, 2026, at 2:00 p.m. or as soon thereafter as possible

**BUDGET/IMPACT:**
None

**RECOMMENDED ACTION:**
Motion to schedule and advertise a Public Hearing for the Kingsland Country Estates Whispering Pines and Kingsland Country Estates Forest Glenn Municipal Service Benefit Unit for Street Lighting on Wednesday, June 3, 2026, at 2:00 p.m. or as soon thereafter as possible in the McPherson Governmental Campus Auditorium.

# Kingsland Country Estates Whispering Pines/Kingsland Country Estates Forest Glenn MSBU for Street Lighting Boundary Map




## LEGEND

**WHISPERING PINES/FOREST GLENN ASSESSMENT BOUNDARY**

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22825 **Agenda Date:** 5/5/2026 **Agenda No.:** 11.5.

**SUBJECT:**
**Request Approval to Schedule and Advertise a Public Hearing to Consider a Rate Resolution to Increase the Current Assessment Rate Associated with the Indian Meadows Municipal Service Benefit Unit for Street Lighting on Wednesday, June 3, 2026 at 2:00 p.m. or as Soon Thereafter as Possible in the McPherson Governmental Campus Auditorium**

**INITIATOR:**
**Chad Wicker, Director**

**DEPARTMENT:**
**Municipal Services**

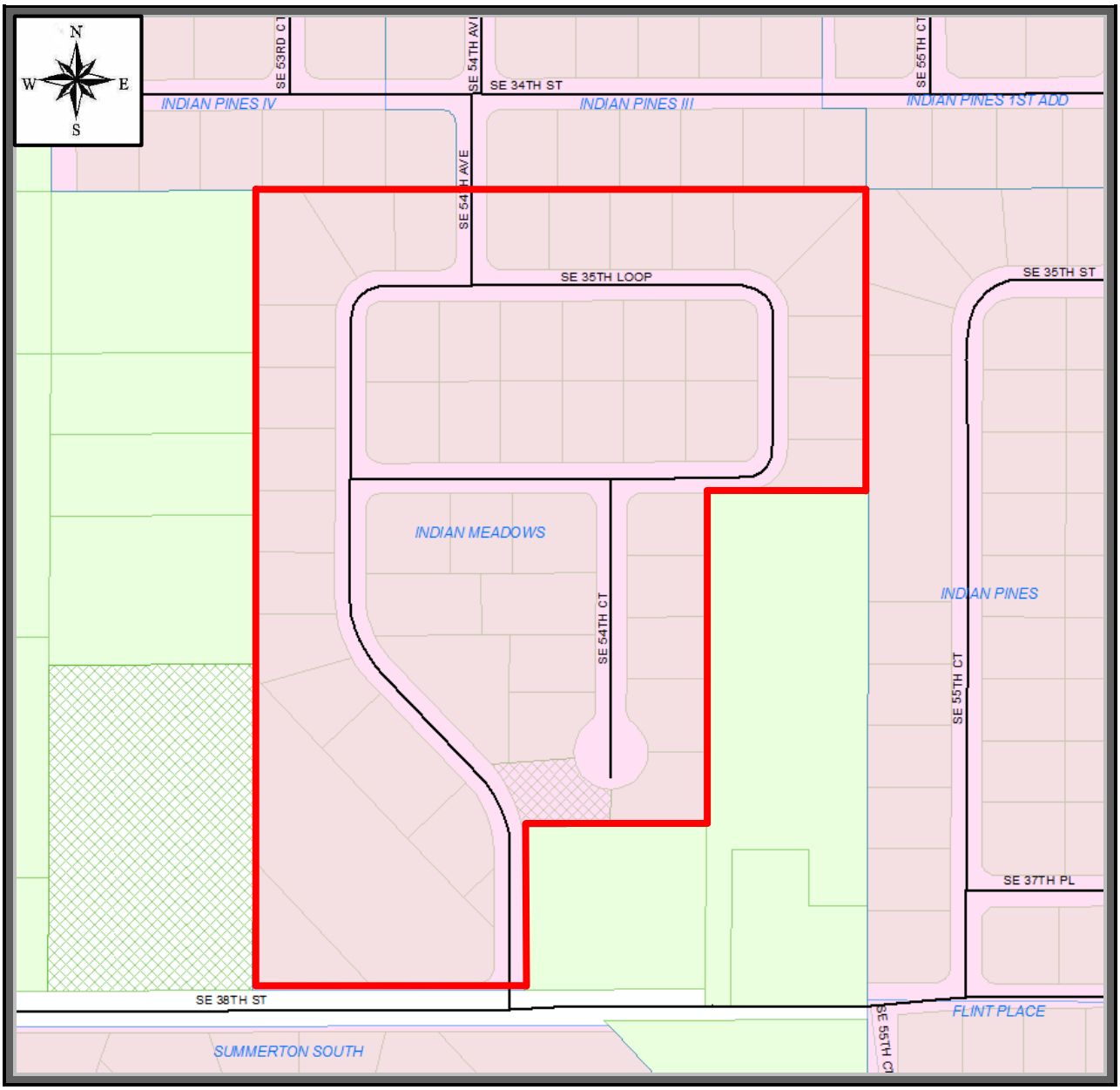
**DESCRIPTION/BACKGROUND:**
The following date is being requested for a Public Hearing associated with the Indian Meadows Municipal Service Benefit Unit for Street Lighting and in accordance with Florida Statute 197.3632.

- Wednesday, June 3, 2026 at 2:00 p.m. or as soon thereafter as possible

**BUDGET/IMPACT:**
None

**RECOMMENDED ACTION:**
Motion to schedule and advertise a Public Hearing for the Indian Meadows Municipal Service Benefit Unit for Street Lighting on Wednesday, June 3, 2026 at 2:00 p.m. or as soon thereafter as possible in the McPherson Governmental Campus Auditorium.

# Indian Meadows MSTU – Street Lighting Only



# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22849 **Agenda Date:** 5/5/2026 **Agenda No.:** 11.6.

**SUBJECT:**
**Request Approval to Schedule and Advertise a Public Hearing to Consider a Rate Resolution to Increase the Current Assessment Rate Associated with the Golden Hills Turf and Country Club Municipal Service Benefit Unit for Street Lighting on Wednesday, June 3, 2026 at 2:00 p.m. or as Soon Thereafter as Possible in the McPherson Governmental Campus Auditorium**

**INITIATOR:**
**Chad Wicker, Director**

**DEPARTMENT:**
**Municipal Services**

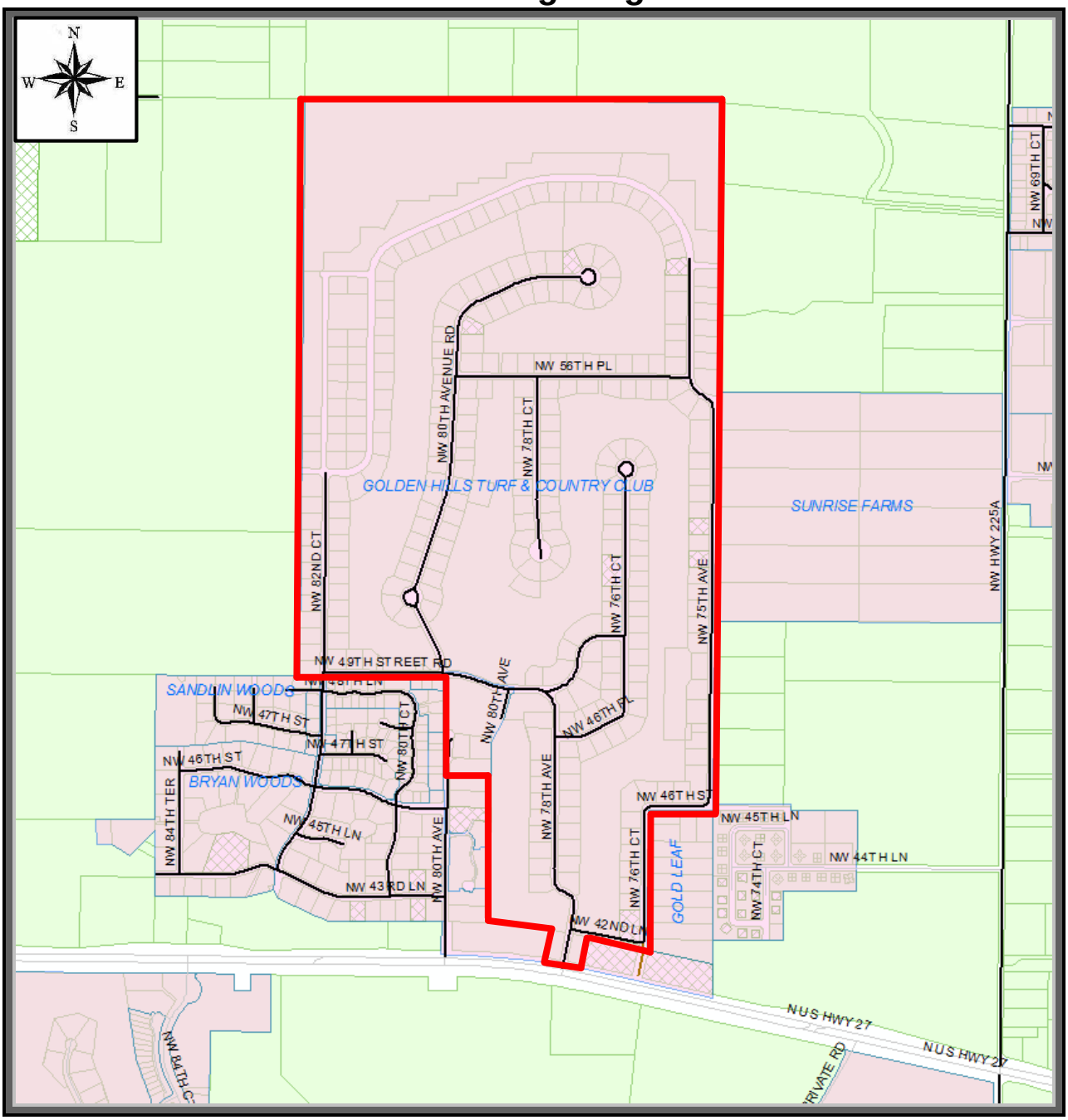
**DESCRIPTION/BACKGROUND:**
The following date is being requested for a Public Hearing associated with the Golden Hills Turf and Country Club Municipal Service Benefit Unit for Street Lighting and in accordance with Florida Statute 197.3632.

- Wednesday, June 3, 2026 at 2:00 p.m. or as soon thereafter as possible

**BUDGET/IMPACT:**
None

**RECOMMENDED ACTION:**
Motion to schedule and advertise a Public Hearing for the Golden Hills Turf and Country Club Municipal Service Benefit Unit for Street Lighting on Wednesday, June 3, 2026 at 2:00 p.m. or as soon thereafter as possible in the McPherson Governmental Campus Auditorium.

# Golden Hill Turf and Country Club MSTU – General Services, Street Lighting



# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22844 **Agenda Date:** 5/5/2026 **Agenda No.:** 11.7.

**SUBJECT:**
**Request Ratification of the State of Emergency Order Signed by the Vice Chairman on April 20, 2026, Pertaining to a Ban on the Use of Flares, Explosives, or Outdoor Burning Devices or Otherwise Lawful Outdoor Burning**

**INITIATOR:**
**Coral Gowen, Executive Coordinator**

**DEPARTMENT:**
**Administration**

**DESCRIPTION/BACKGROUND:**
Dry and windy conditions continue to cause and exacerbate wildfires in Marion County, so a mandatory burn ban is being used as a measure to protect the health, safety, welfare and property of citizens and visitors.

The burn ban prohibits all outdoor burning with the following exceptions:

- Use of outdoor cookers or grills as long as they are attended by a responsible adult at all times the unit is burning, cooking or otherwise in use
- Commercial land clearing where: inspection of review and approval has been granted by the Florida Forest Service or Marion County Fire Rescue on a case by case basis and it is determined that there will be sufficient fire suppression personnel and equipment on scene. Authorization must be granted by the Florida Forest Service
- Public fireworks displays with adequate fire suppression equipment and personnel on site; and pursuant to Marion County Special Use Permit and Marion County Fire Rescue Fireworks Permit

The state of emergency will be in effect until 5:00 p.m. on April 27, 2026, unless modified, extended or terminated upon the joint recommendation of the Marion County Fire Chief and the County Administrator, by action of the Chairman of the Board of County Commissioners (BCC), with ratification by the BCC as soon as practical at a regular or special meeting.

**BUDGET/IMPACT:**
None

**RECOMMENDED ACTION:**
Motion to ratify the State of Emergency Order signed by the Vice Chairman on April 20, 2026.

# LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) McCann (Last) Kenneth (First) (Dept) Fire-Rescue - 3310

(Title) Fire Marshal (Phone) 352-291-8050

Signature Kenneth C McCann Date Monday, April 20, 2026

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☑ Draft Document ☑ Approve as to Form ☐ RESUBMIT LRM No. ____
☐ Legal Opinion ☐ Other

Description of Request

A State of Emergency for a burn ban is being requested to be declared due to the current fire and drought conditions. The attached declaration will implement the burn ban at 1700 hours 04/20/2026 and will last until 04/27/2026 at 1700. If conditions do not improve an extension will be requested under Florida Statues Chapter 252

For more information or discussion, contact: ☑ Same as above

(Name) ____ (Last) ____ (First) (Title) ____ (Phone) ____

Agenda Item? ☑ Yes ☐ No Agenda Date: Pending

Agenda Deadline Date for **Legal:** ____ Agenda Deadline Date for **Admin:** ____

**Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.**

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2026-316

Assigned to: ☐ Matthew Guy Minter, County Attorney ☐ Dana E. Olesky, Chief Asst. County Attorney ☐ Linda Blackburn Asst. County Attorney ☒ Thomas Schwartz Asst. County Attorney ☐ Valdoston Shealey Asst. County Attorne

Outcome: Date Received:

☑ Approved as to form and legal sufficiency

☐ Approved with revisions: ☐ Suggested ☐ Completed

☐ Other:

RECEIVED
By Marion County Attorney-WN at Apr 20, 2026

Attorney Signature: Thomas Schwartz Date 4/20/26

Staff Signature: ____ Date: 4/20/26 Returned: ☐ Department ☐ Admin ☐ ____
Completed

Rev2 03/19/2025

**A STATE OF EMERGENCY ORDER PERTAINING TO A BAN ON THE USE OF FLARES, EXPLOSIVES, OR OUTDOOR BURNING DEVICES OR OTHERWISE LAWFUL OUTDOOR BURNING**

**WHEREAS**, a state of local emergency is hereby declared, pursuant to Chapter 252, Florida Statues, because of the severe threat of fire to lives and property of residents of Marion County Florida; and

**WHEREAS**, the state of local emergency in accordance with Florida Statute 252.38 shall last until 5:00 P.M., April 27, 2026, unless extended as allowed by law; and

**WHEREAS**, that due to the hot, dry, parched, windy conditions which continue to cause, exacerbate, and threaten wildfires within Marion County, further measures are required to protect Marion County citizens and visitors, and to otherwise protect their health, safety, welfare and property;

**NOW THEREFORE**, in accordance with the emergency power vested in the County pursuant to Chapter 252, Florida Statutes, it is hereby ordered that, during the state of local emergency, the sale, dispensing, use or discharge of (1) items listed in Florida Statute 791.01(4)(c) using explosive or combustible compounds (excluding auto burglar alarms used for their intended use, (2) flares; and the use of outdoor burning devices, campfires, burning of yard debris, or warming fires shall be prohibited throughout Marion County during the period of local emergency and any extension(s) thereof with the following exceptions:

a. Attended and monitored barbeque/cooking equipment in an approved commercial container for the cooking of food exclusively within a contained gas or charcoal grill by a responsible adult.

b. The countywide, mandatory Burn Ban prohibits all outdoor burning that has not been specifically permitted by the Florida Forest Service. Bonfires, campfires, and the burning of vegetative (yard) debris is not allowed during this ban.

c. Public firework displays will be evaluated for approval on a case-by-case basis. These events may require additional fire suppression equipment, fire suppression personnel, and a fire inspector on site if approved. This is pursuant to the guidelines set forth in the Marion County Special Use Permit, Marion County Fire Rescue Fireworks Permit Application, and Marion County Resolution 20-R-140 establishing fees for standby services.

Any person violating the provisions of this Order may be subject to reimbursing the County for costs and expenses incurred as a result of such violation, including without limitation, response and suppression costs. The Fire Department will be responsible for calculating the hourly rate for personnel and apparatus and all other costs associated with extinguishing the illegal burn, for every hour or fraction thereof and for billing the responsible party or parties to recover the cost of such

response, if determined applicable by the Fire Chief. The payment of such costs shall be in addition to any fines or penalties imposed.

If any provision of the Order is invalidated by a court of competent jurisdiction, such invalidity shall not affect the remaining provisions of the Order, which shall continue to have the full force and effect of law.

This order shall remain in effect during the Forest and Brush Fire Emergency unless earlier modified or rescinded.

The state of local emergency may be modified in whole or in part, extended, or may be terminated upon the joint recommendation of the Marion County Fire Chief and the County Administrator, by action of the Chairman of the Board of County Commissioners, with ratifications by the Board of County Commissioners as soon as is practical at a regular or special meeting.

Any person violating this order is guilty of a misdemeanor of the second degree, punishable as provided in sections 775.081, 775.082 or 775.083 Florida Statutes.

**DONE and ORDERED THIS 20th** day of April, 2026.

**BOARD OF COUNTY COMMISSIONERS**
**MARION COUNTY, FLORIDA**

for **CARL ZALAK III, CHAIRMAN**

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22845 **Agenda Date:** 5/5/2026 **Agenda No.:** 11.8.

**SUBJECT:**
**Request Ratification of the Extension of the State of Emergency Order Signed by the Chairman on April 27, 2026, Pertaining to a Ban on the Use of Flares, Explosives, or Outdoor Burning Devices or Otherwise Lawful Outdoor Burning**

**INITIATOR:**
**Coral Gowen, Executive Coordinator**

**DEPARTMENT:**
**Administration**

**DESCRIPTION/BACKGROUND:**
Dry and windy conditions continue to cause and exacerbate wildfires in Marion County, so a mandatory burn ban is being used as a measure to protect the health, safety, welfare and property of citizens and visitors.

The burn ban prohibits all outdoor burning with the following exceptions:

- Use of outdoor cookers or grills as long as they are attended by a responsible adult at all times the unit is burning, cooking or otherwise in use
- Commercial land clearing where: inspection of review and approval has been granted by the Florida Forest Service or Marion County Fire Rescue on a case by case basis and it is determined that there will be sufficient fire suppression personnel and equipment on scene. Authorization must be granted by the Florida Forest Service
- Public fireworks displays with adequate fire suppression equipment and personnel on site; and pursuant to Marion County Special Use Permit and Marion County Fire Rescue Fireworks Permit

The state of emergency will be in effect until 5:00 p.m. on May 7, 2026, unless modified, extended or terminated upon the joint recommendation of the Marion County Fire Chief and the County Administrator, by action of the Chairman of the Board of County Commissioners (BCC), with ratification by the BCC as soon as practical at a regular or special meeting.

**BUDGET/IMPACT:**
None

**RECOMMENDED ACTION:**
Motion to ratify the extension of the State of Emergency Order signed by the Chairman on April 27, 2026.

# LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) McCann (Last) Kenneth (First) (Dept) Fire-Rescue - 3310

(Title) Fire Marshal (Phone) 352-291-8050

Signature Kenneth C McCann Date Wednesday, April 22, 2026

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☑ Draft Document ☑ Approve as to Form ☐ RESUBMIT LRM No. _____
☐ Legal Opinion ☐ Other

Description of Request

A State of Emergency was declared enacting a burn ban on 04/20/2026. Based on current conditions and rainfall predictions, the documents are being prepared which will allow the Chair to sign the extension for April 27 to May 04 and May 04 to May 11. The documents are being requested to be reviewed in advance to allow for decisions and signatures to be made in the future. These documents will be presented to the Chair for consideration upon review of the conditions in accordance with the State of Emergency Declaration.

For more information or discussion, contact: ☑ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☑ Yes ☐ No Agenda Date: Pending

Agenda Deadline Date for **Legal:** _____ Agenda Deadline Date for **Admin:** _____

**Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.**

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2026-333

Assigned to: ☐ Matthew Guy Minter, County Attorney ☐ Dana E. Olesky, Chief Asst. County Attorney ☐ Linda Blackburn Asst. County Attorney ☒ Thomas Schwartz Asst. County Attorney ☐ Valdoston Shealey Asst. County Attorne

Outcome: Date Received:

☑ Approved as to form and legal sufficiency

☐ Approved with revisions: ☐ Suggested ☐ Completed

☐ Other:

RECEIVED
By Marion County Attorney-WN at Apr 23, 2026

Attorney Signature: _____ Date 4/23/26

Staff Signature: _____ Date: 4/23/26 Returned: ☑ Department ☐ Admin ☐ _____
Completed

Rev2 03/19/2025

**A STATE OF EMERGENCY ORDER PERTAINING TO A BAN ON THE USE OF FLARES, EXPLOSIVES, OR OUTDOOR BURNING DEVICES OR OTHERWISE LAWFUL OUTDOOR BURNING**

**WHEREAS**, a state of local emergency was declared by order on April 20, 2026, because of a severe threat of fire to lives and property in Marion County, Florida, and

**WHEREAS**, due to the hot, dry, parched, windy conditions which continue to cause, exacerbate, and threaten wildfires within Marion County, further measures are required to protect Marion County citizens and visitors, and to otherwise protect their health, safety, welfare and property; and,

**WHEREAS**, the state of local emergency on April 20, 2026, provided the power delegated from the Board to the Chairman of the Board, to approve by written memoranda to the Marion County Fire Chief and Emergency Management Director successive seven-day extensions of the Order after first determining a need therefor; and,

**NOW THEREFORE**, in accordance with the provisions of said local emergency declaration, the prohibitions in said Order are hereby extended for an additional period of seven (7) days from the date hereof.

**DONE and ORDERED** this 27th day of April 2026.

**BOARD OF COUNTY COMMISSIONERS**
**MARION COUNTY, FLORIDA**

**CARL ZALAK III, CHAIRMAN**

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22814 **Agenda Date:** 5/5/2026 **Agenda No.:** 13.2.1.

**SUBJECT:**
**Present Commission Calendar**

**INITIATOR:**
**Jennifer Clark, Executive Assistant**

**DEPARTMENT:**
**Commission Office**

**DESCRIPTION/BACKGROUND:**
See attached.

**BUDGET/IMPACT:**
None

**RECOMMENDED ACTION:**
None, for information only.

**Marion County**
**Board of County Commissioners**

601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2300
Fax: 352-438-2324

*The Marion County Board of County Commissioners has scheduled the following public hearings, meetings and workshops. All meetings are held in the McPherson Governmental Campus Auditorium, 601 SE 25th Ave., Ocala, unless otherwise stated and are open to the public, excluding those specified as closed sessions.*

## *COMMISSION WORKSHOPS AND MEETINGS*

| Date time | Meeting type | Meeting description |
|---|---|---|
| May 5<br>9:00 a.m. | Commission Meeting | Regularly scheduled for the first and third Tuesday of every month |
| May 5<br>10:00 a.m. | Public Hearing | To Consider an Ordinance Amending the Marion County Code, Creating Section 18-8, Entitled Nonconsensual Towing and Trespass Towing; Establishing Maximum Rates for Nonconsensual Towing Services and Storage of Vehicle and Vessels |
| May 18<br>2:00 p.m. | Public Hearing | To Consider an Ordinance to Amend the Marion County Land Development Code (LDC) |
| May 19<br>9:00 a.m. | Commission Meeting | Regularly scheduled for the first and third Tuesday of every month |
| May 19<br>10:00 a.m. | Final Public Hearing | For Belleview Heights Estates Unit 8 - SE 44th Ave Road Improvement |
| May 19<br>10:00 a.m.* | Public Hearing | To Consider Modifications to the Silver Springs CRA Community Redevelopment Plan |
| May 19<br>2:00 p.m. | Commission Meeting (Planning & Zoning) | Regularly scheduled for the third Tuesday of every month. |
| June 2<br>9:00 a.m. | Commission Meeting | Regularly scheduled for the first and third Tuesday of every month |
| June 2<br>1:30 p.m. | Commission Meeting (Planning & Zoning) | Extra meeting for the month of June |

***Or as soon thereafter as possible.** **05/05/26**

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22857 **Agenda Date:** 5/5/2026 **Agenda No.:** 14.1.1.

**SUBJECT:**
**Present Letter of Support Dated April 28, 2026, to FloridaCommerce for the East Central Florida Regional Capacity Building and Technical Assistance Project Proposed by the East Central Florida Regional Planning Council**

**INITIATOR:**
**Mounir Bouyounes, PE, County Administrator**

**DEPARTMENT:**
**Administration**

**DESCRIPTION/BACKGROUND:**
The East Central Florida Regional Planning Council (ECFRPC) is submitting a Community Planning Technical Assistance (CPTA) grant application to FloridaCommerce for the East Central Florida Regional Capacity Building and Technical Assistance Project.

The CPTA application includes at least three regional assistance initiatives-one regional research and policy project and two community-based technical assistance projects. The regional component will address priorities identified by regional planning directors and produce coordinated research and actionable policy recommendations that promote consistency, implementation, and interjurisdictional collaboration. In addition, the project will deliver direct, implementation-focused planning and technical assistance to a minimum of two local governments in the East Central Florida region, with deliverables such as comprehensive plan evaluations, policy and code audits, community visioning and engagement, GIS mapping and analysis, housing and economic development studies, resilience planning, and hazard mitigation support.

Attached is a letter of support from Marion County.

**BUDGET/IMPACT:**
None

**RECOMMENDED ACTION:**
For information only.

**Marion County**
**Board of County Commissioners**

Administration

601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2300
Fax: 352-438-2324

April 28, 2026

Bureau of Community Planning and Growth
Division of Community Development
FloridaCommerce
107 East Madison Street, MSC 160
Tallahassee, Florida 32399-4120

Via Email: CPTAgrants@Commerce.fl.gov

Dear FloridaCommerce:

On behalf of Marion County, I am pleased to express our support for the East Central Florida Regional Capacity Building and Technical Assistance Project, proposed by the East Central Florida Regional Planning Council (ECFRPC) for consideration by Florida Commerce.

The Community Planning Technical Assistance (CPTA) grant application includes at least three regional assistance initiatives: one regional research and policy project and two community-based technical assistance projects. The regional research and policy component will address priorities identified by regional planning directors and will produce coordinated research and actionable policy recommendations that promote consistency, implementation, and interjurisdictional collaboration.

In addition, the project will deliver direct implementation-focused planning and technical assistance to a minimum of two local governments within the East Central Florida region. Consistent with the East Central Florida Strategic Regional Policy Plan, the initiative emphasizes tangible deliverables—such as comprehensive plan evaluations, policy and code audits, community visioning and engagement, GIS mapping and analysis, housing and economic development studies, resilience planning, and hazard mitigation support. These efforts are intended to help communities advance priority projects, particularly in jurisdictions with limited staffing or technical capacity, while strengthening regional coordination.

This letter signifies Marion County's support for the ECFRPC's application to Florida Commerce and our commitment to regional collaboration. This support does not obligate the County to participate in a specific project; rather, it reflects our willingness to coordinate with the ECFRPC as opportunities arise.

Sincerely,

Mounir Bouyounes, PE
County Administrator
Marion County

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22669 **Agenda Date:** 5/5/2026 **Agenda No.:** 14.1.2.

**SUBJECT:**
**Present Update on 2022-26 Strategic Plan Empowering Marion for Success II for May 2026**

**INITIATOR:**
**Mounir Bouyounes, PE, County Administrator**

**DEPARTMENT:**
**Administration**

**DESCRIPTION/BACKGROUND:**
On December 11, 2021, the Board approved the Administrative Strategic Plan Empowering Marion for Success II for 2022-26. This plan continues to be the road map for operations over the next four (4) years with a focus on delivering at the highest possible level. Key elements were identified and presented as areas of emphasis and actions to consider. These elements include: Organizational Experience, Resource and Facilities, Planning and Future Growth, Public Infrastructure, and Public Safety. The implementation of each element in this plan is essential in achieving Marion County's vision for success, financial stability, and an exceptional quality of life for our citizens and visitors.

**BUDGET/IMPACT:**
None

**RECOMMENDED ACTION:**
None, for information only.

# 911 Management and Public Safety Communications

## FY 2025-26 – 2nd Quarter Accomplishments (January - March):

### Public Safety

1. Implement ESInet
    a. The ESInet is in place and working. *This item, while separate, is linked to the implementation of NGCS (Next Generation Core Services).
2. Regional Back-Up Plan
    a. MOU with Alachua County is in place.
    b. Meetings are ongoing to work out the logistics of how to best handle each other's 911 calls.
    c. Continuing discussions to identify additional counties that would have the capacity to handle Marion County's 911 traffic should the need arise once NGCS is fully implemented.
3. Implementation of Next Generation 911 Core Services
    a. INdigital our Next Generation Core Services (NGCS) provider has completed the Phase 1 cutover to the INdigital database.
    b. Implementation of our Regional Mapping Repository continues –
        - GIS data has been updated to meet the NENA Standards.
        - Boundary facilitation meetings have been completed with all 7 surrounding counties and updates continue.
        - 100MHz circuits have been ordered and all but one has been installed.

## FY 2025-26 – 3rd Quarter Goals (April - June):

### Public Safety

1. Implement ESInet
    a. ESInet has been installed and is working. We will continue to monitor this to ensure everything is functioning as it should.
2. Regional Back-Up Plan
    a. Continue to narrow down a short list of counties within the region that can serve as a reciprocal backup site for the uninterrupted processing of 911 calls should a catastrophic event affect Marion County's 911 communication operations.
3. Implementation of Next Generation 911 Core Services (NGCS).
    a. INdigital has begun the Phase 2 implementation which includes cutting over the Wireless & Wireline service providers.
    b. Continue working with DataMark for the implementation of our regional GIS mapping repository.

# Building Safety

## FY 25/26 – 2nd Quarter Accomplishments (January – March):

### Planning and Future Growth

1. Improve Permitting Process Review
    a. Enterprise Permitting & Licensing (EP&L)
        i. Improved the efficiency of quick-turnaround permit workflows by removing unnecessary steps, streamlining inspection requests, and expediting permit closeout.
        ii. Implemented the Private Provider Registry and eliminated the need for Private Provider sub-permits, reducing documentation submission and review requirements at the time of permit application. There are currently 15 private providers registered to offer services within the county.

    b. Inspections and Plan Review
        i. Remote Video Inspections (RVI) continued to enhance service delivery, accounting for 7% of total inspections during the quarter.
        ii. Plan Review Efficiency: Two external review firms continued to support the high volume of required plan reviews. Monthly coordination meetings were held to maintain consistency and ensure the quality of all reviews.

### Organizational Experience

1. Improving Customer Service
    a. Staffing and implementing the Civic Access Assistance Team reduced foot traffic for permitting services by 54% compared to the first quarter. In the second quarter, the team assisted 988 customers with system familiarization and permitting guidance.
    b. Onboarding temporary staff members has improved response times for customer inquiries received by phone and email.

## FY 25/26 – 3rd Quarter Goals (April - June):

### Planning and Future Growth

1. Improve Permitting and Plan Review
    a. Eliminate unnecessary form and documentation requirements.
    b. Evaluate inspection loads by permit type to identify and remove unnecessary inspection requirements.
    c. Enable document uploads after permit issuance to improve workflow flexibility and reduce the need for sub-permits.

## Organizational Experience

1. Customer Experience – Customer Service
    a. Standardization and Training
        i. Expand staff training to ensure consistent knowledge of Building Safety operations.
        ii. Provide both in-person and remote training for customers to strengthen understanding and use of EP&L systems.
        iii. Develop standardized checklists for all inspection types and plan reviews to improve consistency and accuracy.

    b. Website review and update
        i. Use customer feedback to create and refine Frequently Asked Questions.
        ii. Develop checklists for all permit types to support customer navigation and compliance.
        iii. Utilize customer feedback to generate Frequently Asked Questions.
        iv. Generate checklists for all permit types

    c. Technology Review
        i. Evaluate potential platforms for Virtual Inspections.
        ii. Assess options for digital plan review solutions.
        iii. Install a camera system to monitor cash and check transactions for improved security.

    d. Staffing Evaluation
        i. Monitor performance metrics to ensure staffing levels adequately meet customer service needs.

# Community Services

## FY 25/26 – 2nd Quarter Accomplishments (January-March):

### Planning & Future Growth

- Guide Future Growth & Housing
  - **(Inform the community):** Community Services hosted a State Housing Initiatives Partnership (SHIP) Workshop in partnership with Florida Housing Coalition which provided interactive learning, networking, and skill-building opportunities.
  - **(Inform the community):** Community Services hosted its annual Lenders Consortium meeting to announce a number of improvements to the Homebuyers Down Payment Assistance Program which makes the process easier for all parties, further increasing homeownership opportunities for citizens in Marion County.

## FY 25/26 – 3rd Quarter Goals (April-June):

### Planning & Future Growth

- Guide Future Growth & Housing
  - **(Prepare for growth demands):** Community Services has partnered with the Florida Housing Coalition to conduct a comprehensive Needs and Gaps Analysis. This assessment will provide actionable recommendations to strengthen the effectiveness and efficiency of our local housing response system.
  - **(Prepare for growth demands):** Habitat for Humanity is on track to complete four single-family homes in partnership with Community Services which will help increase the affordable housing stock in Marion County.
  - **(Prepare for growth demands):** The SHIP Team anticipates approving and completing approximately 20 purchase assistance applications in the third quarter. This program allows individuals and families to achieve homeownership.
  - **(Inform the community):** The Ocala Marion Homeless Alliance will partner with Marion County Public Relations Department to host its Annual Meeting at the Mary Sue Rich Community Center, bringing together community leaders to review progress, highlight new housing, and share updates on shelter expansion.

# Growth Services

## FY26 – 3rd Quarter Goals (April - June):

Planning and Future Growth

1. Guide Future Growth and Housing- Prepare for Growth Demands/ Inform the Community.
    a. Continue implementing the 5-year Operational Plan and executing the FY26 plans. Make edits to our FY27 plans and budget-related items as requested by Administration.
    b. Continue executing and improving the FY26 plan between Code Enforcement and Community Services to use CDBG funds for a code enforcement officer (CEO) assigned to focus on community compliance and outreach for the low-to-moderate income (LMI) housing identified census tracts and the abatement of blighted properties. Develop an updated MOU for FY27 based on proposed improvements.
    c. Finalize the scope for the US 27 Area study, meet 1x1 with the Board and Administration, and obtain final Board approval for agreement with the consultant to move forward with the plan. (The US 27 area study is between NW 60th Avenue and NW 70th/80th Avenue, from ½ mile north of W. Hwy 40 to the northern alignment of the new NW 49th Street Extension.)
    d. Since Esri provided a workaround for uploading 3-D data, staff is building and developing areas in the ArcGIS URBAN 3-D modeling tool.
2. Guide Future Growth and Housing- Develop Architectural Standards in Strategic Areas.
    a. Finalize and gain Board approval on changes to amenities, buffers, and tree preservation and incorporate those updates in Municode. The anticipated final public hearing with the Board is scheduled for May 18th at 2pm. It should be noted that these changes have been a collaborative effort with the Chair, Parks, Kimley-Horn (K-H), Administration, and Growth Services over several months.
3. Guide Future Growth and Housing- Strengthen the Farmland Preservation Area (FPA).
    a. Continued working with the East Central Florida Regional Planning Council (ECFRPC) and Stetson University on their state (DEP) grant-funded project that have identified natural resource priorities and provide additional rural land protection strategies as part of an overall vulnerability assessment. The project is to be completed by June 2026.
    b. Edited the proposed webpage for the TDR program, providing information and resources to facilitate understanding of how the program works and increase the ease of utilization.
4. Improved Permitting Process Review - Evaluate the Existing Processes/Evaluate the Current Review Processes/Create How-to-Guides for the Public and Staff.
    a. Continue to work with customers and staff to work out the bugs in the new EP&L system and establish a new normal.
    b. Continue breaking down silos by facilitating communication between departments to help identify gaps in processes.

c. Improve customer service: Working with the University of Florida and our IT team to kick off our Chatbot project. The chatbot will use generative-AI tools to answer customer questions and reduce customer phone calls. (The Chatbot will use generative AI to help answer customer questions, so the machine learning model needs training/learning before it is released for public use.)

d. Continue working with the Legal and the LDRC chair to improve the efficiency and timeliness of moving proposed LDC edits through the LDRC workshops.

5. Improve Permitting Process Review - Compare Staffing Levels to Similar Communities

    a. In addition to the previously noted code changes (amenities, buffers, and trees), staff is working on code changes related to Special Event Permits, Mass Grading Plans, PUDs, and parking standards. All of which are expected to move through the LDRC and to the Board for decision by or before August.

    b. Since our most senior planner decided to extend his retirement date, staff has continued the knowledge transfer of our most senior planner. For example, we have worked on the planners understanding current DRI/VDRI.

    c. Transition an experienced code officer who will focus on enforcing conditions in approved PUDs & SUPs. We will hire and train a new code officer to backfill for this code officer's area.

6. Promote infill within Marion Oaks and Silver Springs Shores - Evaluate Marion Oaks and Silver Springs Shores as Planned Service Areas (PSA)

    a. The Board decided that we as the County should not promote possible PSA locations in Marion Oaks and Silver Springs Shores.

7. Review the Comprehensive Plan – Evaluation and Appraisal Report (EAR)

    a. Receive comments back from the State on our EAR-based amendments to the Comprehensive Plan and move to a final public hearing to adopt the EAR-based amendments.

    b. Identified LDC updates based on the EAR-based amendments to the Comp Plan.

8. Develop and implement the Silver Springs Community Redevelopment Area (CRA) Master Plan Update

    a. Develop an RFQ to find a consultant to help the CRA develop a program and policies and procedures for a general TIF rebate program.

    b. Continued working with a core CRA team to execute the implementation of the CRA master plan and maintain the positive momentum for redevelopment in the CRA.

## FY26 – 2nd Quarter Goals (January - March):

Planning and Future Growth

1. Guide Future Growth and Housing- Prepare for Growth Demands/ Inform the Community.

    a. Received comments back from the State on our Comprehensive Plan amendments that required us to make edits and redo the transmittal process. We are now waiting on the State to respond to our retransmitted amendments. We expect the State to reply by June with any additional comments.

    b. Continued implementing the 5-year Operational Plan and executing the FY26 plans. We developed our FY27 plans and budget-related items.

    c. Continued executing and improving the FY26 plan between Code Enforcement and Community Services to use CDBG funds for a code enforcement officer (CEO) assigned to focus on community compliance and outreach for the low-to-moderate income (LMI) housing identified census tracts and the abatement of blighted properties. We received confirmation that Community Services expects to increase our CDBG funds next fiscal year (FY27) from $200K to $250K. The additional amount, if approved as part of the budget, will be used for additional abatements in the low-to-moderate income (LMI) areas.

    d. We are finalizing the scope for the US 27 Area study and then meeting 1x1 with the Board and Administration before moving forward. (The US 27 area study is between NW 60th Avenue and NW 70th/80th Avenue, from ½ mile north of W. Hwy 40 to the northern alignment of the new NW 49th Street Extension.)

    e. Continue building and developing areas in the ArcGIS URBAN 3-D modeling tool. Esri was able to provide a workaround for the issue that limited our ability to upload 3-D models from development.

2. Guide Future Growth and Housing- Develop Architectural Standards in Strategic Areas.

    a. Collaborated with Parks, Kimley-Horn (K-H), Administration, and the Chair to finalize proposed changes to Amenities, Buffers, and tree preservation. Changes to amenities and definitions for trees received Board approval. But the remaining changes are expected to be finalized by the Board in May (5/18).

    b. Developed a policy and initial criteria to facilitate the development of 3-5-acre equestrian estates (aka mini-farms) inside the urban growth boundary (UGB). The policy was included in the Comprehensive Plan amendments retransmitted to the state.

3. Guide Future Growth and Housing- Strengthen the Farmland Preservation Area (FPA).

    a. Continued working with the East Central Florida Regional Planning Council (ECFRPC) and Stetson University on their state (DEP) grant-funded project that have identified natural resource priorities and provide additional rural land protection strategies as part of an overall vulnerability assessment. The project is to be completed by June 2026.

    b. Edited the proposed webpage for the TDR program, providing information and resources to facilitate understanding of how the program works and increase the ease of utilization.

4. Improved Permitting Process Review - Evaluate the Existing Processes/Evaluate the Current Review Processes/Create How-to-Guides for the Public and Staff.

    a. Continue to work with customers and staff to work out the bugs in the new EP&L system and establish a new normal.

    b. Continued breaking down silos by facilitating communication between departments to help identify gaps in processes. For example, we have worked with the different departments (e.g., Legal, OCE, Utilities, etc.) to evaluate and edit PUD and SUP conditions before they go to the public hearings during the DRC meetings.

    c. Improve customer service: Working with the University of Florida and our IT team to finalize and start training a Chatbot on our website that will facilitate customer questions and reduce customer phone calls. (The Chatbot will use generative AI to help answer customer questions, so the machine learning model needs training/learning before it is released for public use.) We have met with Administration and IT to evaluate possible alternatives to the UF-developed chatbot. But currently, the UF option appears to be the most efficient and cost-effective alternative to fit our current conditions.

    d. Working with the Legal and the LDRC chair to improve the efficiency and timeliness of moving proposed LDC edits through the LDRC workshops.

5. Improve Permitting Process Review - Compare Staffing Levels to Similar Communities

    a. Completed LDC changes fly-in communities and private airports.

    b. Since our most senior planner decided to extend his retirement date, staff has continued the knowledge transfer of our most senior planner. For example, we have worked on the planners understanding current DRI/VDRI.

6. Promote infill within Marion Oaks and Silver Springs Shores - Evaluate Marion Oaks and Silver Springs Shores as Planned Service Areas (PSA)

    a. The Board decided that we as the County should not promote possible PSA locations in Marion Oaks and Silver Springs Shores.

7. Review the Comprehensive Plan – Evaluation and Appraisal Report (EAR)

    a. As previously noted, we received comments back from the State on the initial submittal of the EAR-based amendments to the Comprehensive Plan. The State comments (particularly the null-and-void comments related to SB180) required us to make edits and redo the transmittal process, which was completed. We anticipate the State to reply to our re-transmittal by June 15th.

    b. Identified LDC updates based on the EAR-based amendments to the Comp Plan.

8. Develop and implement the Silver Springs Community Redevelopment Area (CRA) Master Plan Update

    a. Staff worked with the applicant to develop the first TIF rebate agreement to facilitate the development of a new hotel in the CRA, which the Board approved.

    b. Continued working with a core CRA team to execute the implementation of the CRA master plan and maintain the positive momentum for redevelopment in the CRA. This

team has worked with PR and Tourism to finalize a pamphlet highlighting the different grants and resources available to businesses looking to locate in the CRA area.

# Information Technology

## FY 2025-26 2nd Quarter Accomplishments (January - March):

### Organizational Experience

1. Improve Employee Experience
    a. ERP Employee Access:
    Human Resources and Information Technology have completed configuration and testing of the internal job application module within Employee Access. HR has requested enhancements to the finalized application form. Tyler has provided an updated version, which is currently undergoing testing.

2. Customer Experience – Customer Service:
    a. EPL Customer Experience:
    In collaboration with departmental subject matter experts, IT has begun implementing system and workflow enhancements designed to streamline processes and improve notification accuracy. IT has been meeting with several strategic building contractors to assess their customer experience with the EPL system and to identify opportunities for improvement.
    b. My Civic:
    Information Technology has postponed the implementation of the MyCivic application due to higher-priority initiatives. A new implementation timeline will be established at a later date.
    c. Enterprise Service Request (ESR):
    Information Technology has initiated preliminary activities in preparation for the future implementation of the ESR system. The team has engaged Tyler to coordinate an official ESR demonstration, which will serve as a foundation for the upcoming scoping and planning phases. In addition, IT has begun identifying the departments that will be included within the scope of the implementation.

### Public Safety

1. 911 Disaster Recovery Enhancements
    a. Information Technology is implementing enhancements to the PSC network required to support redundant VPN connections for all emergency response vehicles. New access switches have been deployed as part of this effort.

## FY 2025-26 3rd Quarter Goals (April – June):

### Organizational Experience

1. Improve Employee Experience
    a. ERP Employee Access:
    IT will continue collaborating with Tyler to resolve the issues related to loading attachments for Employee Evaluations. In addition, IT is assessing the feasibility of enabling Self-Evaluations directly within the system to support full activation of this Employee Access module.

2. Customer Experience – Customer Service
    a. EPL Customer Experience:
    IT will share results of building contractor meetings and continue collaborating with the departments to incorporate building contractor needs into the ongoing improvement initiatives. IT will also maintain active engagement with the building contractor community to ensure evolving requirements are identified and addressed.
    b. Enterprise Service Request (ESR):
    Information Technology will collaborate with Tyler and the respective departments to develop the detailed implementation plan for ESR.

### Public Safety

1. 911 Disaster Recovery Enhancements:
    a. Information Technology will implement the new core switches on the PSC network, which will complete the prerequisite work necessary to proceed with the deployment of redundant VPN connectivity.

# Animal Services

## FY 2025/26 – 2nd Quarter Accomplishments (January - March):

### Public Safety

1. Increase Animal Services' Ability to Provide Services
    a. Ensure Adequate Staffing Levels
        i. One (1) Kennel Technician, part-time, came onboard in January and is completing their training; all Kennel Technician positions are filled.
        ii. One (1) Dispatcher has come onboard in February and is progressing through their training; all Dispatcher positions are filled.
        iii. Three (3) Animal Control Officers came onboard and are progressing through training.
        iv. One (1) Program Coordinator, new position granted in FY 2026 Budget, has come onboard and is progressing through their training.

2. Increase Animal Services' Ability to Provide Services
    a. Ensure Adequate Staffing Levels
        i. Actively conducting interviews to fill one (1) vacant Animal Control Officer position, and one (1) vacant Senior Animal Care Technician
        ii. Currently recruiting for one (1) vacant Shelter Veterinarian

3. Increase Animal Services' Ability to Provide Services
    a. Rehabilitate the animal shelter (*Updated to NEW animal shelter)
        i. New Marion County Animal Services facility is progressing forward and remains on current timeline.

## FY 25/26 – 3rd Quarter Goals (April - June):

### Public Safety

1. Increase Animal Services' Ability to Provide Services
    a. Ensure Adequate Staffing Levels
        i. Continue Recruiting, Interviewing, and Onboarding, for vacancies
        ii. Balance temporary employee onboarding to offset staff shortages and the negative impact it has on animal care.

2. Increase Animal Services' Ability to Provide Services
    a. Ensure Adequate Staffing Levels
        i. Continue to develop and evaluate staffing plan to ensure the Marion County Animal Services remains in compliance with national animal welfare industry standards of care and can balance efficient and proper response in regards to

the health and safety of Marion County's residents – both human and animal – with proactive community education and service.

3. Increase Animal Services' Ability to Provide Services
    a. Rehabilitate the animal shelter (*Updated to NEW animal shelter)
        i. Celebrate opening of New Marion County Animal Services facility in May 2026.

# Marion County Fire Rescue (MCFR)

## FY 25/26 – 2nd Quarter Goals (January - March):

### Public Safety – Manage the Increased Demand for Emergency Services

1. Addition of resources to the fire stations
    a. The new hires in training classes will graduate from fire and EMT school and enter the workforce.

### Public Safety – Public Safety Equipment

1. Upgrade Fire and EMS equipment
    a. MCFR ordered more apparatus. These are in various stages of the build process and are awaiting delivery upon completion.
    b. Engines
        a. 2 new expected delivery Summer/Fall 2026
    c. Transport Trucks
        a. 3 New Delivered
        b. 4 New in production expecting delivery Sep/Oct 2026
        c. 1 remount Delivered
        d. 1 remount in production expecting delivery Mar/Apr 2026
        e. Remounts will begin Spring 2026

## FY 25/26 – 3rd Quarter Goals (April-June):

### Public Safety – Manage the Increased Demand for Emergency Services

1. Workforce Readiness & Deployment

a. Support recruit class progression through Firefighter and EMT certification programs.
b. Develop staffing and deployment plan for graduating personnel to maximize impact on peak demand units and reduce system strain.

2. Large Special Event (LSE) Operational Readiness

a. Develop and implement a Large Special Event (LSE) planning framework (CONOPS) for MCFR.
b. Identify staffing models, transport strategies, and staging plans based on historical event data (e.g., Rock the Country).
c. Coordinate with partner agencies to define roles, communication plans, and unified command structure for upcoming events.

### Public Safety – Public Safety Equipment

1. Apparatus Procurement & Build Oversight
    a. Continuing oversight of apparatus currently in production (ambulances, engines, water tender).
    b. Conduct periodically build reviews and coordinate with vendors to ensure timelines and specifications are met.
2. Medical Transport & Special Event Equipment Readiness
    a. Identify and procure additional patient movement equipment as needed to support large-scale incidents and events.
    b. Standardize deployment and use of UTV-based patient transport units across operational areas.

## Organizational Performance & System Optimization

1. First Due System Expansion
    a. Expand utilization of First Due modules (Assets, Checkoffs, Incident Command Boards, Events).
    b. Achieve compliance benchmarks for daily apparatus checks, preplans, and asset tracking.
2. Response Performance & Standards Alignment
    a. Evaluate system performance using 90th percentile response time metrics.
    b. Identify gaps and develop deployment or resource recommendations aligned with NFPA 1710/1720 standards.
3. Data-Driven Decision Making
    a. Enhance reporting capabilities to support Growth Services, BOCC presentations, and operational planning.
    b. Standardize dashboards for station workload, unit hour utilization, and overlapping incident analysis.

# Procurement Services

## FY 25/26 – 2nd Quarter Accomplishments (January-March)

### Organizational Experience

1. Employee Experience – Work Environment
    a. Develop Electronic and Digital Process
        i. Improved how work gets done across departments. This includes creating and scheduling Euna Procurement (Bonfire) training sessions that are tailored to each department's specific needs to support better understanding, consistent use, and stronger overall adoption.
2. Customer Experience - Customer Service
    a. Improve Internal Communications
        i. Improved customer service by implementing intentional feedback and communication tools. This included creating and distributing internal and external customer satisfaction surveys for both departments and vendors to better understand needs, identify gaps, and strengthen service delivery.
    b. Improve External Communications
        i. Maintain ongoing communication with various agencies and municipalities regarding participation in the 2026 Reverse Trade Show to encourage collaboration and maximize engagement.
        ii. Complete Vendor Academy I and II sessions for the first half of the year to strengthen vendor knowledge, consistency, and overall program effectiveness.
        iii. Launch and facilitate a Vendor Engagement and Partnership Summit with interested municipalities within Marion County. This initiative focuses on strengthening vendor relationships, improving interagency collaboration, and sharing best practices. The inaugural meeting was successful, and participants agreed to continue monthly 30-minute sessions to maintain momentum and communication.
        iv. Worked in collaboration with Public Relations to update the Procurement webpage, making it more user-friendly, accessible, and engaging for vendors, departments, and the public.

## FY 25/26 – 3rd Quarter Goals (April-June):

### Organizational Experience

1. Communication
   a. Improve Internal Communications
      i. Expand the use of Vector Solutions by increasing department participation in Procurement-related training courses, ensuring consistent completion tracking and certification across user groups.
      ii. Develop and launch targeted "gap-based" training content based on department feedback and recurring Procurement process questions to improve clarity and reduce errors.
      iii. Continue scheduling and delivering Euna Procurement (Bonfire) training sessions tailored to departmental needs to support consistent system use and adoption.
   b. Improve External Communications
      i. Maintain ongoing engagement with agencies outside Marion County to encourage broader participation in the 2026 Reverse Trade Show scheduled for June 17, 2026.
      ii. Update the Procurement webpage to improve functionality, usability, and overall appeal. This includes developing "How-To" videos and enhancing visual design elements to better inform and engage citizens.
      iii. Continue building and strengthening the Vendor Engagement & Partnership Summit to promote collaboration, improve communication, and support stronger relationships with vendors and participating agencies.

# Solid Waste

## FY 2025-26 2nd Quarter Accomplishments (January - March):

### Improve Solid Waste Infrastructure and Update Solid Waste Master Plan

1. Partnered with IT to develop an implementation plan for scale software.
2. Submitted a minor modification for the "C" cell to FDEP updating our operations plan to allow landfill operations in a portion of the landfill.
3. Completed 50% of the geotechnical evaluations for the landfill expansion.
4. Conducted a traffic study, as required, for the development and planning for the new scale house.
5. Provided comments back to the architect on the scale house development for inclusion in the final design and specifications.
6. Developed landscape concepts for Church @ The Springs review and feedback.
7. Continued discussions with the rail to get a permitted surface crossing.
8. Selected new engineering firm for our Household Hazardous Waste facility and Baseline Recycling Center relocation. Provided scope of services and awaiting proposal.
9. Negotiated the purchase of 5.46 acres of land adjacent to the Newton Landfill.
10. Awarded transfer station repairs to a contractor.

## FY 2025-26 3rd Quarter Goals (April – June):

### Improve Solid Waste Infrastructure and Update Solid Waste Master Plan

1. Be awarded a grant from FWC for bear cans.
2. Work with facilities to begin the design process for a new administration building.
3. Get approval/permit for rail crossings from the sand mine property to the baseline landfill.
4. Begin the implementation of new scale software and integrated credit card system.
5. Begin transfer station demo/construction, rebuilding damaged infrastructure.
6. Demolish the former Animal Services building.
7. Begin the process of installing several new groundwater wells at the newton landfill.
8. Continue to work with Greenway staff on ownership clean-up.
9. Finalize the purchase of the land adjacent to Newton Landfill. This includes a boundary adjustment, land use changes and facilitation of ag lot splits.
10. Award design contract for HHW facility and baseline recycling center.
11. Finalize scope and receive proposals for peer review of landfill design, reviewing the plans for value engineering, permit compliance concerns and constructability.
12. Install refurbished leachate sump pump to ensure efficient operations.
13. G2 begins demolition of former power production facility.
14. Repair ground water well at Davis Landfill
15. Perform geotechnical investigations and develop a remediation plan for depressions at Martel Landfill.
16. Begin leachate technology study with UF.
17. Continue discussions of RFP for recreational facility at one of our closed landfills.
18. Finalize lease to allow a cell tower at the Canal Recycling Center.

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22806 **Agenda Date:** 5/5/2026 **Agenda No.:** 14.3.1.

**SUBJECT:**
**Present Letter Dated April 14, 2026, from the City of Belleview, Development Services Department, Regarding Scheduled Meetings for the Annexation Application Relating to Parcels 36862-000-00, 36872-001-01 and 36872-001-03**

**INITIATOR:**
**Deputy Clerk**

**DEPARTMENT:**
**Clerk of Court**

**DESCRIPTION/BACKGROUND:**
Present letter dated April 14, 2026, from the City of Belleview, Development Services Department, regarding scheduled meetings for the Annexation Application Relating to Parcel Nos. 36862-000-00, 36872-001-01 and 36872-001-03.

**BUDGET/IMPACT:**
None

**RECOMMENDED ACTION:**
None, information only.

# CITY OF BELLEVIEW

City with Small Town Charm
www.belleviewfl.org

**Development Services**
5525 SE 119th St.
Belleview, FL 34420
Office: 352-245-7021
dsstaff@belleviewfl.org


To: Attached Agency List

Date: April 14, 2026

Re: Annexation of properties

The City of Belleview has scheduled the required meetings for the annexation application for the following properties and is proceeding with annexation (also see attached map):

**Parcel # 36862-000-00**
**36872-001-01**
**36872-001-03**

This request is scheduled for the following meeting dates:

- Planning and Zoning Board Meeting — May 21, 2026 (City Hall 5:30 PM)
- City Commission Meeting (first reading) — June 16, 2026 (City Hall 6:00 PM)
- City Commission Meeting (final reading) — July 21, 2026 (City Hall 6:00 PM)

The proposed annexation area meets the criteria in Section 171.043, Florida Statutes. Please let me know if Marion County has any objection(s) to the City's proposed annexation of this property. If you have any questions or would like to be added to the email distribution of correspondence, please contact me at (352) 245-7021 ext. 2106, koneill@belleviewfl.org.

Sincerely,

Kelley L. O'Neill
Planning & Zoning

Enclosure: Staff Report

Gregory C. Harrell
Marion County Clerk of Court
Via email

Superintendent of Operations
Marion County Public Schools
PO Box 670
Ocala, FL 34478

Steve Cohoon
County Engineer
Via email

Marion County Growth Services
Via email

Chief James Banta
Via email

Mounir Bouyounes
Marion County Administrator
601 SE 25th Avenue
Ocala, FL 34471

Marion Co. Property Appraiser
Attn: Tami McIntyre
Via email

Evan Searcy
Marion County Health Dept
Via email

Marion County MSTU
2710 E. Silver Springs Blvd
Ocala, FL 34470

George Albright
Marion County Tax Collector
503 SE 25th Ave
Ocala, FL 34471

Marion Co Sheriff's Dept
PO Box 1987
Ocala, FL 34478

MC Supervisor of Elections
Via email

Mrs. Lori Conrad
Marion County School Board
Via email

Marion County Public Schools
Student Acct & Records
PO Box 670
Ocala, FL 34478

Marion County 911 Management
Via email

# CITY OF BELLEVIEW

Date: 04/14/2026

Planning & Zoning Board Hearing: 05/21/2026
Commission: First Reading 06/16/2026 - Final Reading 07/21/2026

**Application Number:**
AN26-0004

**Project Number:**
JAN26-0004

**Application Type:**
Annexation

**Request:**
Annexation of 3 parcels

**Owner/Applicant:**
US 441 Development LLC

**Agent/Engineer/Architect:**
Abshier Engineering

**Related Applications:**
None

**Parcels #:**
36862-000-00
36872-001-01
36872-001-03

**Acreage:**
6.59 +/-
3 parcels

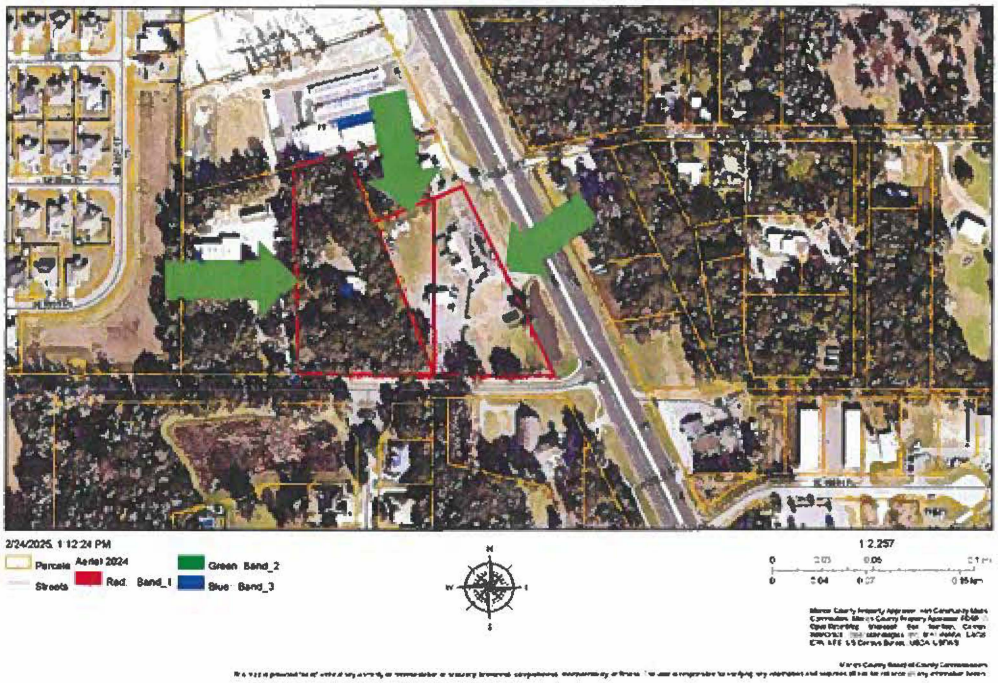
**Future Land Use:**
Marion County – Commercial

**Zoning:**
Marion County – B-5

**P&Z Recommendation:**

**LOCATION MAP**

US 441 Development LLC




**Location**
The properties are located the corner of S US HWY 441 and SE 100th St. The subject properties appear to be located in an area of minimal flood hazard, Zone X, as found on the Community Panel Number 12083-C0729D.

**Request**
This application is a request to annex three properties owned by US 441 Development LLC.

**Background**
The subject parcels are commercially zoned properties owned by US 441 Development LLC. This application, initiated by the property owner, annexes the properties into the City of Belleview. The properties are surrounded by commercial and residential properties. The properties have convenient access to US HWY 441 and SE 100th Street. Parcel 36862-000-00, which is located on the corner of US HWY 441 and SE 100th Street appears to be connected to City water. Both City water and sewer are available for all three parcels.

**Table 1**

| | |
|---|---|
| Location | 3 parcels totaling 6.59 acres +/-. Parcel numbers 36862-000-00, 36872-001-01, 36872-001-03 |
| Property Owner(s) | US 441 Development LLC |
| Surrounding Future Land Use Designations | North: Commercial (County/City)<br>South: Commercial/Residential (County/City)<br>East: Commercial (County)<br>West: Commercial (County) |
| Surrounding Zoning Designations | North: B-5 (County/City)<br>South: B-2/R-1 (County/City)<br>East: B-2/B-5 (County)<br>West: B-5 (County) |
| Surrounding Existing Uses | North: Commercial (County/City)<br>South: Commercial/Residential (County/City)<br>East: Commercial (County)<br>West: Commercial (County) |
| Soil Information | ARB (Soil Survey of Marion County, Florida) |
| Flood Zone | The subject properties appear to be located Flood Zone X, as found on Community Panel Number 12083-C0729D. |

**STAFF ANALYSIS:**

1. **Concurrency**

   Sanitary Sewer – These properties have not previously been connected to City sewer. Sewer lines are present along SE 100th Street. Development of these parcels will require connection to sewer at developer expense. Public Works staff has indicated adequate capacity to serve the proposed land use and zoning.

   Potable Water – One of the three properties has previously connected to City water. Water lines are present along SE 100th Street. Development of these parcels will require connection to City water at developer expense. Public Works staff has indicated adequate capacity to serve the proposed land use and zoning.

   Solid Waste – These properties have not previously received solid waste services. Properties will be required to provide their own commercial solid waste servies.

   Drainage – Future development will be required to meet St. John's Water Management District and City of Belleview drainage requirements. The site contains Arredondo soil which is well drained and suitable for development.

   Schools – No impacts on Marion County schools will result from this application. Marion County School Board planners have been notified of this application.

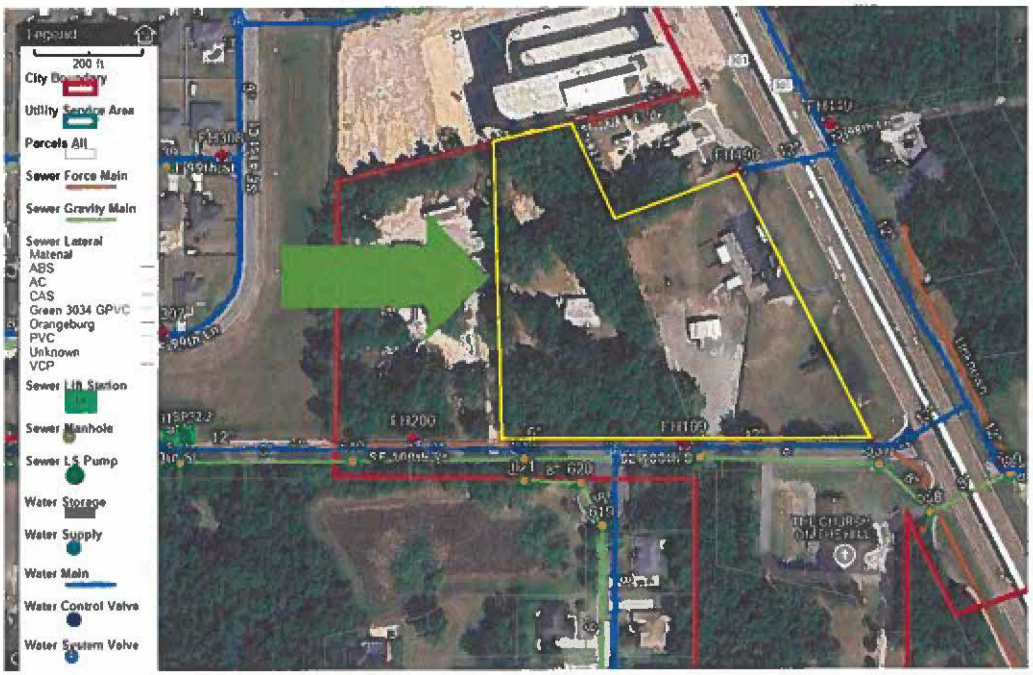
2. **Impacts on Affordable Housing** – No impacts on affordable housing will result from this application.
3. **Compatibility with Adjacent Land Uses** – The subject properties are located in a residential/commercial area and are surrounded by commercial and residential properties.
4. **Sprawl Control** – The proposed amendment is consistent with the urban sprawl control requirements of 163.3177(6)(a)9, Florida Statutes.
5. **Consistency with Adopted Codes and Standards** – The proposed amendment is consistent with the Belleview Comprehensive Plan and Land Development Regulations.

**RECOMMENDATIONS:**

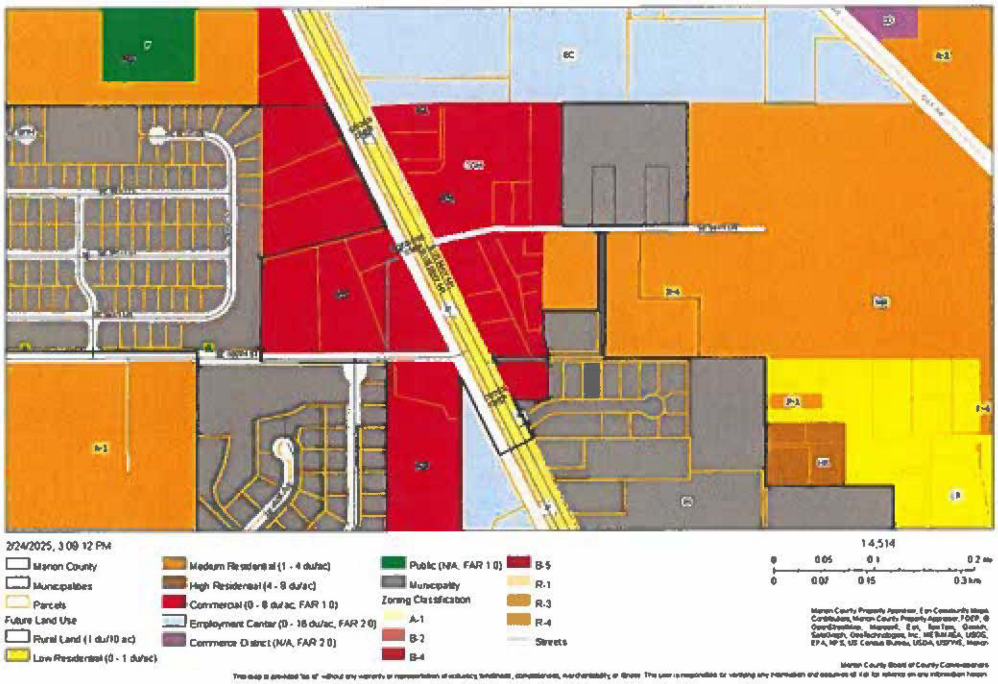
Staff – Staff recommends **APPROVAL** of application AN26-0004 to annex subject properties from Marion County.

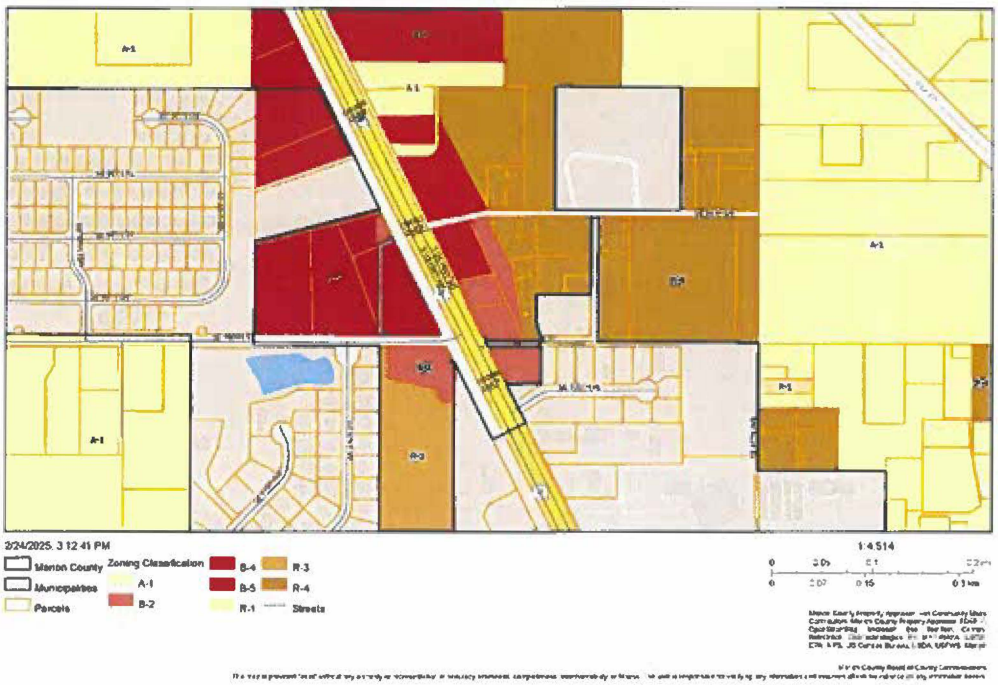
**Additional Maps**

**Utility Lines**




Marion County Future Land Use




Marion County Zoning
A-1
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R-1
2/24/2025, 3:12:41 PM
Marion County
Municipalities
Parcels
Zoning Classification
A-1
B-2
B-4
B-5
R-1
R-3
R-4
Streets
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0
0.15
0.3 km

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22826 **Agenda Date:** 5/5/2026 **Agenda No.:** 14.3.2.

**SUBJECT:**
**Present Administrative Budget Transfer Report for Fiscal Year 2025-26**

**INITIATOR:**
**Audrey L. Fowler, Director**

**DEPARTMENT:**
**Budget**

**DESCRIPTION/BACKGROUND:**
Attached is the Budget Transfer Report as required by Commission Policy 19-01.

**BUDGET/IMPACT:**
None

**RECOMMENDED ACTION:**
Information only.

# MARION COUNTY BOARD OF COUNTY COMMISSIONERS
# ADMINISTRATIVE BUDGET TRANSFER REPORT

04/10/2026 to 04/24/2026

Prepared by: Gregory C. Harrell, Marion County Clerk of Court and Comptroller - Budget Department

Pursuant to Florida Statute 129.06, Execution and Amendment of Budget, the County Budget Officer has executed the following Budget Transfers as authorized by the Marion County Board of County Commissioners, Commission Policy 19-01. The Budget Transfers adhere to the following conditions:

A.The budget transfer does not change the total expenditure appropriations of a Cost Center; and
B.The transfer adheres to the following account restrictions:
i. The transfer occurs between personnel expenditure accounts (line item account codes 510000 through 529999); or
ii. The transfer occurs between operating expenditure accounts (line item account codes 530000 through 559999); and
C.The transfer per line item account is $10,000 or less; and
D.The transfer is approved by the County Administrator; and
E.The transfer is reviewed and approved by the County Budget Officer.

## General Fund

**Public Relations**

*Journal Number #* 2026-7-480 *Date Executed:* 04/15/2026

The transfer is to cover clothing used by the PR department. This will be to cover what we need to purchase out of our Clothing and Apparel account. We need to add money so we are able to properly code our invoices. Transferring from Promotional Items to Clothing & Wearing Apparel.

| | Fund | Dept | Account | Account Name | Amount |
|---|---|---|---|---|---|
| From | 0010 | 106 | 548101 | Promotional Activities | $3,000 |
| To | 0010 | 106 | 552107 | Clothing and Wearing Apparel | $3,000 |

**Procurement Services**

*Journal Number #* 2026-7-880 *Date Executed:* 04/13/2026

Procurement is needing to purchase office desk for Procurement Operations Coordinator. Operating Supplies does not contain enough funds to cover the amount that is needed; however funds are available in Office Supplies.

| | Fund | Dept | Account | Account Name | Amount |
|---|---|---|---|---|---|
| From | 0010 | 176 | 551101 | Office Supplies | $100 |
| To | 0010 | 176 | 552108 | Operating Supplies | $100 |

**Circuit Court Judges Technology**

*Journal Number #* 2026-7-373 *Date Executed:* 04/10/2026

The current expenditure budget in Repairs/Maintenance Computer Equipment is inadequate due to the unanticipated purchase of additional computer equipment, which also requires repair and maintenance services that were not originally budgeted. Funds have been identified from Computer Software, where sufficient savings are available to cover the needed repair and maintenance cost.

| | Fund | Dept | Account | Account Name | Amount |
|---|---|---|---|---|---|
| From | 0010 | 214 | 552106 | Computer Software | $4,700 |
| To | 0010 | 214 | 546312 | Repairs and Maint Computer Equipment | $4,700 |

**Mental Health Court**

*Journal Number #* 2026-7-492 *Date Executed:* 04/10/2026

The current Operating Supplies budget is insufficient to support increased in-house drug testing needs for participants. Additional funding is needed to purchase the drug testing devices. Funds have been identified from Professional Services, where expenditures are lower due to a reduction of use in outside testing providers.

| | Fund | Dept | Account | Account Name | Amount |
|---|---|---|---|---|---|
| From | 0010 | 292 | 531109 | Professional Services | $4,000 |
| To | 0010 | 292 | 552108 | Operating Supplies | $4,000 |

**Emergency Medical Services**

*Journal Number #* 2026-7-1934 *Date Executed:* 04/23/2026

The Billing staff plans to attend the Waystar Conference in Texas this year, following the recent implementation of a new Waystar module, and this conference provides an important opportunity to receive direct training from the vendor to optimize use of the system. To support this travel, available funds have been identified within Training & Education, primarily due to savings achieved through early-bird registration rates, which will cover the per diem. There are funds that cover the majority of the trip, however there are incidentals, such as parking, baggage, etc. that will be needed. This is non-recurring.

| | Fund | Dept | Account | Account Name | Amount |
|---|---|---|---|---|---|
| From | 0010 | 305 | 555501 | Training and Education | $6,000 |
| To | 0010 | 305 | 540101 | Travel and Per Diem | $6,000 |

**Animal Services**

*Journal Number #* 2026-7-1360 *Date Executed:* 04/22/2026

The Animal Services Department is requesting a fund transfer to support expanded marketing efforts, including enhanced promotional materials. By increasing brand recognition and visibility, the Department aims to drive higher engagement with adoption programs and community initiatives. This initiative includes the installation of professionally designed lobby canvases showcasing animals currently in care, creating an inviting and impactful visual experience that encourages adoption and supports positive outcomes.

The requested funds will ensure coverage of both existing expenses and anticipated needs for the remainder of the fiscal year, allowing the Department to sustain and broaden these critical outreach efforts.

| | Fund | Dept | Account | Account Name | Amount |
|---|---|---|---|---|---|
| From | 0010 | 315 | 542201 | Postage and Freight | $6,000 |
| To | 0010 | 315 | 548101 | Promotional Activities | $6,000 |

**Marion County Public Library System**

*Journal Number #* 2026-7-885 *Date Executed:* 04/13/2026

In Computer Hardware, the cost of computers increased after the original quote, and in Printing and Binding, we need to print library cards and brochures reflecting the addition of the Silver Spring Shores Public Library. Additionally, expenditures for invitations and programs for the grand openings of both the Freedom Public Library and the Silver Spring Shores Public Library exceeded estimated costs. Funds to address these needs are available in Contract Services and Computer Software, and this is a non-recurring issue.

| | Fund | Dept | Account | Account Name | Amount |
|---|---|---|---|---|---|
| From | 0010 | 375 | 552106 | Computer Software | $5,950 |
| From | 0010 | 375 | 534101 | Contract Serv Other Misc | $4,000 |
| To | 0010 | 375 | 547101 | Printing and Binding | $4,000 |
| To | 0010 | 375 | 552116 | Operating Supplies Computer Hardware | $5,950 |

**Veterans Service Office**

*Journal Number #* 2026-7-1680 *Date Executed:* 04/22/2026

Funds in Dues & Memberships are insufficient to cover the cost of a new notary. Needed funds are available in Office Supplies to cover the shortfall.

| | Fund | Dept | Account | Account Name | Amount |
|---|---|---|---|---|---|
| From | 0010 | 378 | 551101 | Office Supplies | $70 |
| To | 0010 | 378 | 554201 | Dues and Memberships | $70 |

## Marion County Airport Fund

**Marion County Airport**

*Journal Number #* 2026-7-1435 *Date Executed:* 04/22/2026

The Marion County Airport is seeking a budget transfer to the Dues and Memberships line item to address an overlapping annual invoice. This adjustment is essential to keep the membership current, as the current line item budget is insufficient to cover the unanticipated expense. Additionally, the Airport is requesting a transfer to the Computer Hardware line item to fund the purchase of extra equipment necessary for the installation of new security cameras. Finalizing this system is crucial for improving security and ensuring the safety of both the airport and its visitors. Funding for both requests is available within the Airport's budget and will be transferred from the Promotional Items line. These funds are available due to a readjustment of planned activities and purchases for FY26.

| | Fund | Dept | Account | Account Name | Amount |
|---|---|---|---|---|---|
| From | 1035 | 415 | 554201 | Dues and Memberships | $600 |
| From | 1035 | 415 | 552116 | Operating Supplies Computer Hardware | $88 |
| To | 1035 | 415 | 548101 | Promotional Activities | $688 |

## Fire Rescue and EMS Fund

**Fire Rescue Services**

*Journal Number #* 2026-7-1957 *Date Executed:* 04/23/2026

Marion County Fire Rescue has a pending mediation that requires legal counsel, and the amount being transferred represents the estimated cost for one day of services. To support this need, available funds have been identified within Professional Services – Medical, as field personnel have not fully utilized the contractual ultrasound services offered this year. This is a non-recurring issue, and therefore no ongoing budget adjustments are required at this time. However, the Board should be aware that additional costs related to this matter are anticipated and will necessitate a future budget amendment.

| | Fund | Dept | Account | Account Name | Amount |
|---|---|---|---|---|---|
| From | 1120 | 300 | 531339 | Prof Serv Medical Immunization | $3,000 |
| To | 1120 | 300 | 531101 | Prof Serv Attorney | $3,000 |

## Stormwater Program

**Stormwater Program**

*Journal Number #* 2026-7-760 *Date Executed:* 04/13/2026

Additional funding is needed in Travel & Per Diem in the Stormwater fund to cover an upcoming trip to an out of state training course for the OCE Assistant Director. $1,000 will be transferred from Professional Services .

| | Fund | Dept | Account | Account Name | Amount |
|---|---|---|---|---|---|
| From | 1131 | 430 | 540101 | Travel and Per Diem | $1,000 |
| To | 1131 | 430 | 531109 | Professional Services | $1,000 |

## Marion Oaks MSTU

**Marion Oaks Recreation**

*Journal Number #* 2026-7-725 *Date Executed:* 04/13/2026

There are currently three desktop computers in need of replacement for staff at the Marion Oaks Community Center, and due to rising technology hardware costs, we are requesting additional funds to be allocated to Operating Supplies – Computer Hardware to complete this purchase. Funds are available within Operating Supplies because we have adequate stock of several items and have required fewer purchases this year, allowing us to redirect those savings toward the needed replacements. This is a non-recurring, one-time occurrence.

| | Fund | Dept | Account | Account Name | Amount |
|---|---|---|---|---|---|
| From | 1310 | 510 | 552108 | Operating Supplies | $1,300 |
| To | 1310 | 510 | 552116 | Operating Supplies Computer Hardware | $1,300 |

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22840 **Agenda Date:** 5/5/2026 **Agenda No.:** 14.3.3.

**SUBJECT:**
**Present Regular Report of Utilization for Reserve for Contingencies**

**INITIATOR:**
**Audrey L. Fowler, Director**

**DEPARTMENT:**
**Budget**

**DESCRIPTION/BACKGROUND:**
Attached is the Regular Report of the Utilization of Reserve for Contingencies for the General Fund.

**BUDGET/IMPACT:**
None

**RECOMMENDED ACTION:**
Information only.

# Marion County Clerk of Court and Comptroller

## Board of County Commissioners

## Budget Department

**Gregory C. Harrell**
*Marion County Clerk of Court and Comptroller*

Post Office Box 1030, Ocala, Florida 34478-1030
19 NW Pine Avenue, Ocala, Florida 34475

**Audrey L. Fowler**
*Budget Director*
Telephone: (352) 671-5508

MEMO TO: Gregory C. Harrell, Marion County Clerk of Court and Comptroller

FROM: Audrey L. Fowler, Budget Director

SUBJECT: Report of Utilization of Reserve for Contingencies

DATE: May 5, 2026

Below is the regular report of the Utilization of Reserve for Contingencies for the General Fund.

Please contact me if additional information is needed.

Marion County Board of County Commissioners
Utilization of Reserve for Contingencies - General Fund
Fiscal Year 2025-26

| | Date | Description | Balance |
|---|---|---|---|
| Beginning Balance: October 1, 2025 | | | $ 1,924,368 |
| | 10/21/2025 | Constitutional Officer Salary Adjustment | $ (6,697) |
| | 10/21/2025 | America250 Project | (75,000) |
| | 12/02/2025 | Aid to Private Organization Humane Society, VOCAL, and Sheltering Hands | (150,000) |
| Balance: | 04/21/2026 | | $ 1,692,671 |
| Proposed: | 05/05/2026 | No Amendments Proposed | |
| Tentative: | 05/05/2026 | | $ 1,692,671 |

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22807 **Agenda Date:** 5/5/2026 **Agenda No.:** 14.4.1.

**SUBJECT:**
**Dog Classification Board - October 1, 2025 and February 19, 2026**

**INITIATOR:**
**Deputy Clerk**

**DEPARTMENT:**
**Clerk of Court**

**DESCRIPTION/BACKGROUND:**
Dog Classification Board - October 1, 2025 and February 19, 2026

**BUDGET/IMPACT:**
None

**RECOMMENDED ACTION:**
None, information only.

**MARION COUNTY DOG CLASSIFICATION BOARD**
**MINUTES OF REGULAR MEETING**
**October 1, 2025**

A regular meeting of the Dog Classification Board was held on October 1st at 3:00 p.m. The meeting was held at the McPherson Governmental Campus Auditorium at 601 SE 25 Ave., Ocala, Florida.

Board members present: Chairman Linda Norman, Vice Chairman Debbie Carney, Eddie Leedy and Mike Deen. Kerry Crawford and alternate Barbara Tucker were excused absent. Animal Services Director Kyra Lynch, Board Attorney Linda Blackburn and Board Secretary Victoria Ryder were present.

Eddie Leedy made a motion to accept the minutes from the June 4, 2025 meeting. Second by Debbie Carney. Motion passed unanimously.

## NEW BUSINESS

**1. A25-162242** **Jairo Castro**

Jairo Castro requested a hearing regarding the classification of his dog, "Oreo."

Humane Investigator Joshua Music presented proof of service, photos, and gave testimony. Liam Paino, Lisa Paino, and Jairo Castro were present and provided testimony.

Debbie Carney made a motion that after hearing substantial, competent evidence, the dog "Oreo", a male, black, labrador retriever type canine, has aggressively bitten, attacked or endangered or has inflicted severe injury to a human being on public or private property, that the Board finds that Animal Services has sufficient cause to classify "Oreo" as dangerous per Marion County Code Chapter 4, section 4-22; 4-25; and Florida State Statute 767.12. Second by Eddie Leedy. After discussion, the motion passed unanimously.

Linda Norman moved to adjourn the meeting. Second by Eddie Leedy. Meeting was adjourned at 3:39 p.m.

Chairman

Witness - Date Adopted 2/19/26

**MARION COUNTY DOG CLASSIFICATION BOARD**
**MINUTES OF REGULAR MEETING**
**February 19, 2026**

A regular meeting of the Dog Classification Board was held on February 19th at 3:00 p.m. The meeting was held at the McPherson Governmental Campus Auditorium at 601 SE 25 Ave., Ocala, Florida.

Board members present: Chairman Linda Norman, Kerry Crawford, and alternate Barbara Tucker. Vice Chairman Debbie Carney, Eddie Leedy, and Mike Deen were excused absent. Animal Services Director Kyra Lynch, Board Attorney Linda Blackburn, and Board Secretary Victoria Ryder were present.

Kerry Crawford made a motion to accept the minutes from the October 1, 2025, meeting. Second by Barbara Tucker. Motion passed unanimously.

## NEW BUSINESS

**1. A25-158948** **Stephen Rice**

Stephen Rice requested a hearing regarding the classification of his dog, "Pumpkin."

Humane Investigator Joshua Music presented proof of service, photos, and gave testimony. David Tetreault and Stephen Rice were present and provided testimony.

Kerry Crawford made a motion that after hearing substantial, competent evidence, the dog "Pumpkin", a female, brown, mixed-breed type canine, has aggressively bitten, attacked or endangered or has inflicted severe injury to a human being on public or private property, that the Board finds that Animal Services has sufficient cause to classify "Pumpkin" as dangerous per Marion County Code Chapter 4, section 4-22; 4-25; and Florida State Statute 767.12. The motion failed due to having no second.

Linda Norman then made a motion that there was not substantial, competent evidence supporting the animal control authority's determination that the dog "Pumpkin," a female, brown, mixed-breed type canine, has aggressively bitten, attacked, or endangered, or has inflicted severe injury to a human being on public or private property, that the Board finds that Animal Services does not have sufficient cause to classify "Pumpkin" as dangerous per Marion County Code Chapter 4, section 4-22; 4-25; and Florida State Statute 767.12. Second by Barbara Tucker. After discussion, the motion passed 2-1, with Kerry Crawford in dissent.

The meeting was adjourned at 4:17 p.m.

D Carney
Chairman
Stephanie Overfield 4/14/26
Witness - Date Adopted

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22808 **Agenda Date:** 5/5/2026 **Agenda No.:** 14.4.2.

**SUBJECT:**
**Development Review Committee (DRC) - April 6 and 13, 2026**

**INITIATOR:**
**Deputy Clerk**

**DEPARTMENT:**
**Clerk of Court**

**DESCRIPTION/BACKGROUND:**
Development Review Committee (DRC) - April 6 and 13, 2026.

**BUDGET/IMPACT:**
None

**RECOMMENDED ACTION:**
None, information only.

# Marion County

## Development Review Committee

## Meeting Minutes

412 SE 25th Ave
Ocala, FL 34471
Phone: 352-671-8686

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**Monday, April 6, 2026** **9:00 AM** **Office of the County Engineer**

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MEMBERS OF THE PUBLIC ARE ADVISED THAT THIS MEETING / HEARING IS A PUBLIC PROCEEDING, AND THE CLERK TO THE BOARD IS MAKING AN AUDIO RECORDING OF THE PROCEEDINGS, AND ALL STATEMENTS MADE DURING THE PROCEEDINGS, WHICH RECORDING WILL BE A PUBLIC RECORD, SUBJECT TO DISCLOSURE UNDER THE PUBLIC RECORDS LAW OF FLORIDA. BE AWARE, HOWEVER, THAT THE AUDIO RECORDING MAY NOT SATISFY THE REQUIREMENT FOR A VERBATIM TRANSCRIPT OF THE PROCEEDINGS, DESCRIBED IN THE NOTICE OF THIS EETING, IN THE EVENT YOU DESIRE TO APPEAL ANY DECISION ADOPTED IN THIS PROCEEDING.

1. **ROLL CALL**

**MEMBERS PRESENT:**
Michelle Sanders for Ken McCann, Vice Chairman (Fire Marshal)
Michelle Fanelli (Building Safety)
Steven Cohoon (County Engineer)
Chuck Varadin (Growth Services Director)
Tony Cunningham (Utilities Director)

**OTHERS PRESENT:**
Kathleen Brugnoli (Planning/Zoning)
Liz Madeloni (Planning/Zoning)
Erik Kramer (Planning/Zoning)
Alexander Turnipseed (Office of the County Engineer)
Michelle Sanders (911 Management)
Linda Blackburn (Legal)
Aaron Pool (Office of the County Engineer)
Kelly Hathaway (Office of the County Engineer)
Kelsey Geising (Office of the County Engineer)
Monica Baugher (Office of the County Engineer)

2. **PLEDGE OF ALLEGIANCE**

3. **ADOPT THE FOLLOWING MINUTES:**

**3.1. March 30, 2026**

**Motion by Michelle Sanders to approve the minutes, seconded by Michelle Fanelli**
Motion carried 5-0

**4. PUBLIC COMMENT**

**5. CONSENT AGENDA: STAFF HAS REVIEWED AND RECOMMENDS APPROVAL**

**6. SCHEDULED ITEMS:**

**6.1. Optimum RV Planned Unit Development - Master Plan - Waiver to Master Plan in Review**
**Parcel #: 36514-000-00 #WaiverPIR-000586-2026**
**Kimley-Horn and Associates**

**LDC 6.12.2A - Right-of-way**
CODE states Right-of-way shall be platted or dedicated, meeting the minimum right-of-way width established in Table 6.12-1 (Subdivision Local (public) 60'), to provide for the necessary access and other needed infrastructure improvements supporting the proposed development. Right-of-way can be provided by easement if approved by DRC.
**APPLICANT** requests waiver to allow a 60-ft right-of-way instead The existing right-of-way is 60 ft in width, and the proposed roadway widening can be fully accommodated within the existing 60-ft right-of-way.

**Motion by Steven Cohoon to deny, seconded by Michelle Fanelli**
Motion carried 5-0

**LDC 2.12.8 Current boundary and topographic survey**
CODE states Current boundary and topographic survey (one foot contour intervals extending 100 feet beyond the project boundary) based upon accepted vertical datum. Surveys will be less than 12 months old and accurately reflect current site conditions, meeting standards set forth in Ch. 5J-17 FAC. Alternate topographic data may be accepted if pre-approved by the Marion County Land Surveyor.
**APPLICANT** requests waiver to use a survey older than 12 months. The existing improvements depicted on the survey and topographic data remain accurate.

**Motion by Steven Cohoon to approve, seconded by Michelle Sanders**
Motion carried 5-0

**6.2. Calesa Township Sabino - Preliminary Plat - Waiver to Preliminary Plat in Review**
**Parcel #: 35300-000-14 #WaiverPIR-000584-2026**

**Kimley-Horn and Associates**

**LDC 2.1.3. - Order of Plan Approval**
CODE states Plans listed below may be reviewed concurrently, but must be approved in the order listed below, when applicable and when the proper land use and zoning are in place: A. Master Plan. B. Preliminary Plat. C. Improvement Plan. D. Final Plat. E. Major Site Plan. However, a Major Site Plan can be substituted for the Improvement Plan and can be approved before approval of the Final Plat in cases when the infrastructure improvements supporting the plat are proposed as part of the Major Site Plan application.
**APPLICANT** requests to waive the Master Plan approval requirement prior to approval of the Preliminary Plat and Improvement Plan. A revision to the Master Plan will be submitted within 10 business days. See the included Circulation Plan sheet from the Master Plan Revision.

**Motion by Steven Cohoon to approve at owner's risk, seconded by Tony Cunningham**
Motion carried 5-0

**6.3. Tobiano Grove - Preliminary Plat - Waiver to Preliminary Plat in Review**
**Parcel #: 35300-000-14 #WaiverPIR-000585-2026**
**Kimley-Horn and Associates**

**LDC 6.12.9.H - Subdivision roads and related infrastructure**
CODE states Dead end roads shall not exceed 1,500 feet and shall have a cul-de-sac at the terminal end. Refer to details in Section 7.3.1. Dead end roads intended to provide future access to adjacent unplatted areas may be permitted without a cul-de-sac provided that no lots front thereon, the length does not exceed 1,500 feet, and appropriate temporary end-of-road markers are provided.
**APPLICANT** - Request to waive the cul-de-sac requirement, using the alternative of a hammerhead for the dead-end alley roadways that exceed 100 feet in length, per Chapter 16, Sec. C.6.a of the 'Florida Greenbook'.

**Motion by Steven Cohoon to approve conditioned on stabilized area or paved and no violation of fire code with what's being proposed, seconded by Michelle Sanders**
Motion carried 5-0

**6.4. Partners Self Storage Belleview- Major Site Plan 000370 - Waiver to Major Site Plan**
**Parcel #: 39169-000-00 #WaiverPIR-000569-2026**
**Kimley-Horn and Associates, Inc.**

**LDC 6.13.6A (3)c - Stormwater quality criteria**
CODE states (c) Dry retention systems that have a depth of six feet or less, measured from top of bank to pond bottom, with side slopes that are no steeper than 4:1 and sodded bottoms.
**APPLICANT** requests waiver to allow a dry retention pond depth of 8 feet for DRA-01 to provide additional storage volume for the 100-yr/24-hr design storm. The

DRA will have sodded 4:1 side slopes and bottom and the geotechnical borings do not indicate any karst features present on the site.

**Motion by Steven Cohoon to approve with the understanding that all these things are going with it and that was a condition of the SUP (Special Use Permit) to not touch that area, seconded by Michelle Sanders**
Motion carried 5-0

**LDC 6.13.8.B(7)- Stormwater conveyance criteria**
CODE states (7) Sizes. Stormwater conveyance pipes and cross culverts shall be a minimum of 18 inches diameter or equivalent. Driveway culverts shall be a minimum of 15 inches diameter or equivalent for residential use and a minimum of 18 inches diameter or equivalent for commercial use. Roof drains, prior to connection to the overall stormwater system, are exempt from minimum diameter requirements.
**APPLICANT** requests waiver to use 15-inch storm drain on site in lieu of the code minimum 18-inch. Conveyance calculations will be provided to support the pipe sizing.

**Applicant withdrew**

**6.5. Track and Card RV - Major Site Plan 31582 - Waiver to Major Site Plan in Review**
**Parcel #: 48476-000-00, 48476-001-00, 48476-002-00**
**#WaiverPIR-000551-2026**
**Tillman & Associates Engineering, LLC**

**LDC 2.1.3 - Order of Plan Approval**
CODE states Plans listed below may be reviewed concurrently, but must be approved in the order listed below, when applicable and when the proper land use and zoning are in place: A. Master Plan. B. Preliminary Plat. C. Improvement Plan. D. Final Plat. E. Major Site Plan. However, a Major Site Plan can be substituted for the Improvement Plan and can be approved before approval of the Final Plat in cases when the infrastructure improvements supporting the plat are proposed as part of the Major Site Plan application.
**APPLICANT** request waiver to allow the proposed improvement and landscape plans to be approved consistent with the proposed PUD modification that is currently under review. Should the PUD modification not be approved, the landscape plans will be modified accordingly.

**Motion by Steven Cohoon to provide approval for a waiver to landscape plans prior to pending PUD modification approval at owner's risk, with an amendment by Chuck Varadin, it is also pending the Board of County Commissioner's approval or not of PUD modification, they may have to change their buffers based on Board's decision on north, west and southern boundaries seconded by Tony Cunningham**
Motion carried 5-0

**6.6. Heritage Oaks PUD Subdivision - Improvement Plan 000453 - Waiver to**

**Improvement Plan in Review**
**Parcel #: 48347-000-00 #WaiverPIR-000562-2026**
**Tillman & Associates Engineering, LLC**

**LDC 2.12.8 - Current boundary and topographic survey**
CODE states Current boundary and topographic survey (one foot contour intervals extending 100 feet beyond the project boundary) based upon accepted vertical datum. Surveys will be less than 12 months old and accurately reflect current site conditions, meeting standards set forth in Ch. 5J-17 FAC. Alternate topographic data may be accepted if pre-approved by the Marion County Land Surveyor.
**APPLICANT** request to use previously approved survey from the Heritage Oaks Improvement Plan (AR#30516). Survey is older than one year, but the project has an approved construction permit and construction is active.

**Motion by Steven Cohoon to approve, seconded by Michelle Sanders**
Motion carried 5-0

6.7. **Multi-Family- 8 Units - 351 Marion Oaks Blvd - Major Site Plan 000060 - Waiver to Major Site Plan**
**Parcel #: 8004-0433-18 #WaiverPIR-000528-2026**
**Linn Engineering and Design**

**LDC 6.8.7 (D) - Parking areas and vehicular use areas**
CODE states D. Trees within parking areas. (1) All trees required for parking areas and vehicular use areas shall be shade trees, unless required otherwise by provisions in this section. (2) All parking lot islands, including terminal parking lot islands, shall contain one shade tree unless site lighting fixtures are proposed in said island. Double parking lot islands (where double-loaded parking bays are proposed) shall contain two shade trees. (3) In parking lot islands with site lighting fixtures, an arrangement of one or two accent/ornamental trees shall be installed depending on the size and configuration of the island. (4) Parking lot islands with control signage may contain other tree (or palm) species, in lieu of shade trees, which will not conflict with the visibility of such signage.
**APPLICANT** request to use evergreen understory trees in the parking islands instead of shade trees

**Motion by Steven Cohoon to approve, seconded by Michelle Fanelli**
Motion carried 5-0

6.8. **Abiding Hope Church Addition - GS Minor Site 000344- Waiver to Minor Site Plan**
**Parcel #: 31857-000-00 #WaiverPIR-000560-2026**
**Riddle Newman Engineering**

**LDC 6.12.12.B Sidewalks**
CODE states Sidewalks outside the right-of-way and independent of the street system are encouraged as an alternative to sidewalks parallel to a roadway, provided equivalent pedestrian needs are met.

**APPLICANT** - LDC 6.12.12 states sidewalks are "encouraged," but this small addition to the church should not trigger a "requirement" for a sidewalk. This is an existing church with zero pedestrian attendance and the project does not increase the capacity or attendance at the church. The church budget for this small addition cannot handle a $20,000+ sidewalk construction from the building out to the roadway.

**Motion by Steven Cohoon to approve waiver to sidewalk limited to this plan and project only, seconded by Tony Cunningham**
Motion carried 5-0

**LDC 2.21.1.A(1) Applicability**
CODE states Collectively, all existing and proposed impervious ground coverage equals or exceeds 35 percent of the gross site area or 9,000 square feet.
**APPLICANT** - LDC 2.21.1.A(1) requires a Major Site Plan submittal when collectively the existing and proposed impervious improvements exceed 35% of the gross site area or 9,000 square feet. We request a waiver from this requirement and propose the construction of an on-site stormwater retention system to capture 100% of the runoff from the 100 year/24-hour storm event from the new impervious area proposed. Details and calculations for the new retention are shown on the plans.

**Motion by Steven Cohoon to approve the waiver to Major Site Plan contingent on submitting Minor Site Plan as well as Stormwater's conditions: 1. The applicant providing controls for the excess run-off generated by the 100-year 24hr storm 2. A permit hold will be in effect until a sketch of the controls is provided and approved by stormwater department 3. A final hold will be in effect until staff conducts a final inspection verifying construction has occurred and disturbed areas have vegetative cover established at time of final inspection and (b) the applicant must provide a final sketch, noting the horizontal extents and volume capacity of the stormwater controls seconded by Tony Cunningham**
Motion carried 5-0

**6.9. OCS SW 49th Avenue Road Left Turn Lane - Improvement Plan Offsite 000201 - Waiver to Improvement Plan Offsite in Review**
**Parcel #: 35623-000008 #WaiverPIR-000553-2026**
**Mastroserio Engineering, Inc.**

**LDC 2.12.8 - Current boundary and topographic survey**
CODE states Current boundary and topographic survey (one foot contour intervals extending 100 feet beyond the project boundary) based upon accepted vertical datum. Surveys will be less than 12 months old and accurately reflect current site conditions, meeting standards set forth in Ch. 5J-17 FAC. Alternate topographic data may be accepted if pre-approved by the Marion County Land Surveyor.
**APPLICANT** - a waiver is requested to use the A.M. Gaudet & Associates Phase 2 as-built survey for SW 49th/40th Avenue, as the proposed turn lane is fully within the existing median and an unchanged edge of pavement. No improvements have occurred since the as-built was completed, and the data accurately reflects current conditions. Utilizing the existing as-built information will avoid unnecessary cost.

**Motion by Steven Cohoon to approve, seconded by Tony Cunningham**
Motion carried 5-0

**6.10. Cherrywood Park - Minor Site Plan - Waiver to Major Site Plan**
**Parcel #: 35680-120003 #WaiverSTA-000519-2026**
**Michael W. Radcliffe Engineering, Inc.**

**LDC 2.21.1.A - Applicability**
CODE states (1) Collectively, all existing and proposed impervious ground coverage equals or exceeds 35 percent of the gross site area or 9,000 square feet.
**APPLICANT** We request a Waiver from a Major Site Plan to process Cherrywood Park Amenities (Project no. MinorSite-000505-2026 currently in Civic Access) as a minor site plan. The project was initially submitted in civic access as a minor site plan but, due to re-design to address staff comments the amenity center improvements have increased to 14,477sf and now exceeds the 9,000sf threshold. Project is a modification to the 2024 approved Cherrywood Phase 1 Improvement Plans with all amenity improvements internal to the platted tract. Existing drainage facilities have sufficient capacity above the design storm stage to handle proposed impervious areas (416,214 CF available vs 9,800 CF required).

**Motion by Steven Cohoon to approve, seconded by Michelle Fanelli**
Motion carried 5-0

**6.11. Watson Realty Parking - Major Site Plan 000266 - Waiver to Major Site Plan in Review**
**Parcel #: 3137-001-01 #WaiverPIR-000534-2026**
**EDA Consultants, Inc.**

**LDC 6.8.6K(3) - Buffers**
CODE states K. Description of buffer classifications. The content and composition of each buffer type is described in the following items. The design professional shall use these requirements to design buffers that are thoughtfully designed and enhance perimeter of the development site. Visual screening shall be achieved through the use of proper plant material, arrangement, and layering. (3) C-Type buffer shall consist of a 15-foot wide landscape strip without a buffer wall. The buffer shall contain at least two shade trees and three accent/ornamental trees for every 100 lineal feet or fractional part thereof. Shrubs and groundcovers, excluding turfgrass, shall comprise at least 50 percent of the required buffer and form a layered landscape screen with a minimum height of three feet achieved within one year.
**APPLICANT** requests to reduce East buffer from 15 feet to 5 feet due to existing parking lot only being approximately 8.5 feet away from the ROW.

**Motion by Chuck Varadin to approve at the onset the applicant shall provide documentation certified by a landscape architect at the east buffer has the equivalent**

**understory shade tree evergreen that meets the code requirements for the understory equivalent to the shade trees, seconded by Steven Cohoon**
Motion carried 5-0

**LDC 6.8.6K(3) - Buffers**
CODE states K. Description of buffer classifications. The content and composition of each buffer type is described in the following items. The design professional shall use these requirements to design buffers that are thoughtfully designed and enhance perimeter of the development site. Visual screening shall be achieved through the use of proper plant material, arrangement, and layering. (3) C-Type buffer shall consist of a 15-foot wide landscape strip without a buffer wall. The buffer shall contain at least two shade trees and three accent/ornamental trees for every 100 lineal feet or fractional part thereof. Shrubs and groundcovers, excluding turfgrass, shall comprise at least 50 percent of the required buffer and form a layered landscape screen with a minimum height of three feet achieved within one year.
**APPLICANT** request to reduce East buffer from 15 feet to 5 feet for the western 14 feet of the South side of the property. This reduction will allow the proposed stormwater pond to be located approximately 5 feet from the ROW, preserving existing trees in the area. The proposed stormwater facility will act as a buffer to supplement the reduced five-foot buffer width.

**Motion by Chuck Varadin to approve the west buffer the same thing, they need to certify if the power lines are an issue, then they need to provide equivalent understory that meets what the shade tree requirement would be and that also needs to be certified by the landscape architect, seconded by Steven Cohoon**
Motion carried 5-0

**LDC 6.8.6K(3) - Buffers**
CODE states K. Description of buffer classifications. The content and composition of each buffer type is described in the following items. The design professional shall use these requirements to design buffers that are thoughtfully designed and enhance perimeter of the development site. Visual screening shall be achieved through the use of proper plant material, arrangement, and layering. (3) C-Type buffer shall consist of a 15-foot wide landscape strip without a buffer wall. The buffer shall contain at least two shade trees and three accent/ornamental trees for every 100 lineal feet or fractional part thereof. Shrubs and groundcovers, excluding turfgrass, shall comprise at least 50 percent of the required buffer and form a layered landscape screen with a minimum height of three feet achieved within one year.
**APPLICANT** requests to defer construction of the required 15-foot Type C buffer along the west property boundary until such time that the adjacent parcel to the west is developed. At that time, the buffer will be installed in accordance with applicable code requirements.

**Motion by Chuck Varadin to approve the request for the south with the west buffer, they need provide a no touch buffer with a covenant and replace any damaged trees that happen to get damaged by construction and also a tree barricade will be in place and**

**the not touch and tree barricade need to be certified by the landscape architect before the onset, seconded by Steven Cohoon**
Motion carried 5-0

**6.12. Connect Church - Waiver to Major Site Plan**
**Parcel #: 4715-224-006 #WaiverSTA-000371-2026**
**Wood Engineering, LLC**

**LDC 6.11.5(C) - Minimum Commercial Driveway Spacing**
CODE states Commercial Driveway Requirements. (1) The minimum allowed distance between a commercial driveway and the nearest intersecting roadway or driveway shall be as shown in Table 6.11-2 (35 MPH or less - 245 feet).
**APPLICANT** request - SE 96th Avenue Road is a local roadway where existing driveways appear not to adhere to any spacing criteria. The proposed driveway spacing of 132 feet is greater than much of the driveway spacing on this roadway and the other adjacent roadways. Additionally, the section of roadway to which the development will access effectively only serves about 20 homes and does not provide any cut-through benefit Thus, there is a marginal level of traffic. As such, the proposed driveway spacing is greater than most driveway spacing on this roadway, and the adjacent roadways, and will not result in any adverse impacts (operationally or safety) to SE 96th Avenue Road. The request is a reduction in the minimum commercial driveway spacing from 245 feet to 132 feet on a road with a speed limit of 35 MPH or less.

**Motion by Steven Cohoon to deny, seconded by Tony Cunningham**
Motion carried 5-0

**7. CONCEPTUAL REVIEW ITEMS:**

**8. OLD BUSINESS:**

**8.1. Golden Ocala - WEC Multi-Use Field Phase1 - Major Site Plan 32969 - Waiver to Major Site Plan in Review**
**Parcel #21087-001-02 #WaiverPIR-000251-2026**
**Tillman and Associates Engineering, LLC**

This item was heard at the 3/23/26 meeting. The Committee motioned to table the item for two weeks.
The applicant is requesting this item be heard at the 4/13/26 DRC meeting instead of 4/6/26.

**Motion by Tony Cunningham to continue to 4/13/26, seconded by Michelle Sanders**
Motion carried 5-0

**9. DISCUSSION ITEMS:**

**10. OTHER ITEMS:**

**Motion by Tony Cunningham to adjourn, seconded by Michelle Sanders**
Motion Carried 5-0

**11. ADJOURN: 10:37 AM**

Ken McCann, Vice-Chairman

Attest:

Kelly Hathaway
Development Review Coordinator

# Marion County

## Development Review Committee

### Meeting Minutes

412 SE 25th Ave
Ocala, FL 34471
Phone: 352-671-8686

**Monday, April 13, 2026** **9:00 AM** **Office of the County Engineer**

MEMBERS OF THE PUBLIC ARE ADVISED THAT THIS MEETING / HEARING IS A PUBLIC PROCEEDING, AND THE CLERK TO THE BOARD IS MAKING AN AUDIO RECORDING OF THE PROCEEDINGS, AND ALL STATEMENTS MADE DURING THE PROCEEDINGS, WHICH RECORDING WILL BE A PUBLIC RECORD, SUBJECT TO DISCLOSURE UNDER THE PUBLIC RECORDS LAW OF FLORIDA. BE AWARE, HOWEVER, THAT THE AUDIO RECORDING MAY NOT SATISFY THE REQUIREMENT FOR A VERBATIM TRANSCRIPT OF THE PROCEEDINGS, DESCRIBED IN THE NOTICE OF THIS MEETING, IN THE EVENT YOU DESIRE TO APPEAL ANY DECISION ADOPTED IN THIS PROCEEDING.

1. **ROLL CALL**

**MEMBERS PRESENT:**
Ken McCann, Vice Chairman (Fire Marshal)
Steven Cohoon (County Engineer)
Cheryl Butler for Chuck Varadin (Growth Services Director)
Tony Cunningham (Utilities Director)

**OTHERS PRESENT:**
Kathleen Brugnoli (Planning/Zoning)
Liz Madeloni (Planning/Zoning)
Chris Rison (Planning/Zoning)
Liz Cotos (Planning/Zoning)
Jared Rivera (Planning/Zoning)
Kevin Vickers (Office of the County Engineer)
Linda Blackburn (Legal)
Aaron Pool (Office of the County Engineer)
Kelly Hathaway (Office of the County Engineer)
Kelsey Geising (Office of the County Engineer)

2. **PLEDGE OF ALLEGIANCE**

3. **ADOPT THE FOLLOWING MINUTES:**

**3.1. April 6, 2026**

**Motion by Tony Cunningham to approve the minutes, seconded by Cheryl Butler**
Motion carried 4-0

## 4. PUBLIC COMMENT

## 5. CONSENT AGENDA: STAFF HAS REVIEWED AND RECOMMENDS APPROVAL

### 5.1. Freedom Crossings Mass Grading Plan - Mass Grading Plan
**Parcel #: 35623-025-04 #30395**
**Mastroserio Engineering, Inc.**

**Motion by Steven Cohoon to approve the consent agenda, seconded by Tony Cunningham**
Motion carried 4-0

## 6. SCHEDULED ITEMS:

### 6.1. Golden Ocala - WEC Multi-Use Field Phase1 - Major Site Plan 32969 - Waiver to Major Site Plan in Review
**Parcel #21087-001-02 #WaiverPIR-000251-2026**
**Tillman and Associates Engineering, LLC**

The following requests were tabled for two weeks at the 3/23/26 DRC Meeting. It was brought to the 4/6/26 meeting for an extension to be heard at the 4/13/26 meeting. The extension was granted. A motion to rehear will be needed.

**Motion by Steven Cohoon to re-hear, seconded by Cheryl Butler**
Motion carried 4-0

**LDC 6.13.6 A(3), C(3) - Stormwater quality criteria**
CODE states A (3) The following systems shall be considered as meeting the County's stormwater quality criteria:(a) Systems that demonstrate numerically the post-development stormwater quality is equal to or better than the pre-development stormwater quality using methodology approved by the County Engineer or his designee. Consideration shall be for both surface water and groundwater; or (b) Dry retention systems that have a depth of four feet or less, measured from top of bank to pond bottom, and shall have a vegetative cover; or (c) Dry retention systems that have a depth of six feet or less, measured from top of bank to pond bottom, with side slopes that are no steeper than 4:1 and sodded bottoms; or (d) Wet retention/detention systems, including wetlands, that meet the governing State standards; or (e) Distributed volume. This treatment type shall provide distributed volume within each sub-basin, mimicking the pre-development sub-basin, prior to discharging to the project's stormwater quantity facility.1. The required volume to be distributed shall be a minimum of 75 percent of the difference between the

post-development and the pre-development initial abstraction, not to exceed 1 inch. If the initial abstraction is less than 0.25 inches, a minimum of 0.25 inches shall be used. The initial abstraction shall be calculated using the National Resources Conservation Service Technical Release 55 (NRCS TR-55) methodology. 2.The contributing area shall be of approximately two acres or less. 3. Distributed volume shall be controlled within systems such as, shallow swales, bioretention facilities, or recessed medians located within a right-of-way, drainage right-of-way, drainage easement or conservation easement. 4. When bioretention facilities are used they shall provide retention/detention of stormwater for the basin utilizing vegetated depressions that implement landscaping and soil specifications in the design. 5. Distributed volume upstream of the receiving on-site retention/detention area shall fully recover surface storage within 72 hours. 6. There is no freeboard requirement for systems such as shallow swales, recessed medians or bioretention facilities used to solely achieve distributed volume. 7. Distributed volume shall be allowed within required buffer area if the applicant can demonstrate that the intent of the buffer can still be accomplished. 8. The seasonal high water table shall be a minimum of 1 foot below the invert of the swale or 1 foot below the bottom of the prepared soil matrix of the bioretention facility. Retention and/or detention facilities shall have a maximum depth of ten feet, as measured between the design high water elevation and the pond bottom for dry facilities, and between the design high water elevation and the normal control water elevation for wet ponds.
**APPLICANT** requests waiver to exceed 6-ft pond depth in DRA-16 and DRA-17. Additional storage is available within these DRAs for back to back storm events by increasing the depth to 9-ft and 7-ft, respectively.

**Motion by Steven Cohoon to approve, seconded by Cheryl Butler**
Motion carried 4-0

**LDC 6.8.10.(1) - General planting requirements**
CODE states (1) Native plant requirements: (a) Within the UGB, a minimum of 25 percent of all proposed plant quantities, excluding turfgrass, shall be Florida native species suitable for use in Marion County. (b) Outside of the UGB a minimum of 35 percent of all proposed plant quantities, excluding turfgrass, shall be Florida native species suitable for use in Marion County. (c) A minimum of 50 percent of the required shade trees shall be Florida native species suitable for use in Marion County. (d) To promote biological diversity, no more than 50 percent of the required shade trees for a development shall be of one species.
**APPLICANT** requests waiver to requirements for native species and biodiversity. Live Oaks are the predominant tree for the facility. Also, a waiver from native shrub and groundcover criteria. A plant palette for this site is being followed to match existing World Equestrian Center.

**Motion by Cheryl Butler to approve, seconded by Tony Cunningham**
Motion carried 4-0

**LDC 6.7.7 Tree removal procedure**
CODE states A. During review of tree preservation submittals, the County's

Landscape Architect or his designee may determine that modifications of the proposed plans or calculations are necessary. Conditions that may require changes include, but are not limited to, the following: (1) Preserving any tree due to their age, size, rarity, uniqueness, historic value, status as a specimen tree, or other outstanding quality. (2) Proposed grading or clearing activities do not follow the requirements of this division. (3) Proposed habitat destruction which conflicts with the requirements in Division 6.6. B. The applicant will be asked to revise and update the tree preservation information according to review comments. C. After approval, the County's Landscape Architect or his designee shall issue a tree removal permit if such tree removal is in accordance with all provisions of this Code. The approved development plans shall serve as the Tree Removal Permit.
**APPLICANT** request - Due to the sheer number of trees, landscape architect reviewed the quality and health of existing trees. There is a blend of individual, poor health with average health existing trees. There are 1-2 excellent size trees - these are saved. But for county personal convenience- we have calculated all trees as salvageable. There are no historic trees on site.

**Applicant withdrew**

**LDC 6.8.7D - Shade tree requirement - Islands**
CODE states Trees within parking areas. (1) All trees required for parking areas and vehicular use areas shall be shade trees, unless required otherwise by provisions in this section. (2) All parking lot islands, including terminal parking lot islands, shall contain one shade tree unless site lighting fixtures are proposed in said island. Double parking lot islands (where double-loaded parking bays are proposed) shall contain two shade trees. (3) In parking lot islands with site lighting fixtures, an arrangement of one or two accent/ornamental trees shall be installed depending on the size and configuration of the island. (4) Parking lot islands with control signage may contain other tree (or palm) species, in lieu of shade trees, which will not conflict with the visibility of such signage.
**APPLICANT** requests a waiver from internal parking islands, therefore also requesting a waiver from shade trees in internal parking islands. Project is for sports venue with very large open areas and green areas. Trees we specify are large -up to 9" caliper- 1 tree per island allows for better root growth. Additional trees will be added to perimeter to match interior island calculations.

**Motion by Steven Cohoon to approve, seconded by Tony Cunningham**
Motion carried 4-0

**LDC 6.7.4.D and 6.8.10.C - General planting requirements**
CODE states Required shade trees shall meet the minimum size requirements in Section 6.8.10.C. which states Planting specifications are listed as follows: (1) Native plant requirements: (a) Within the UGB, a minimum of 25 percent of all proposed plant quantities, excluding turfgrass, shall be Florida native species suitable for use in Marion County. (b) Outside of the UGB a minimum of 35 percent of all proposed plant quantities, excluding turfgrass, shall be Florida native species suitable for use in Marion County. (c) A minimum of 50 percent of the required shade

trees shall be Florida native species suitable for use in Marion County. (d) To promote biological diversity, no more than 50 percent of the required shade trees for a development shall be of one species. (2) The use of invasive plant species is based on the UF/IFAS Assessment of Non-native Plants (Central Zone) as updated. (a) Plant species listed as "Prohibited" are not permitted for use in any proposed development. (b) Plant species listed as "Invasive - Not Recommended" are not permitted for use in any development outside of the UGB. This group of plants may be used within the UGB with subject to approval by the County Landscape Architect. (c) Plant species listed as "Caution" may be used provided specific management strategies and monitoring are included in the project's BMP manual. (3) Trees. (a) Shade trees shall have a minimum caliper of 3.5 inches. (b) Accent or ornamental (understory) trees shall have a minimum overall height of six feet and a minimum spread of 42 inches upon installation. (4) Palms. (a) Not more than 25 percent of all required trees shall be palm trees unless a higher percentage is authorized as stated in Section 6.7.9. (b) Additional palms may be provided in excess of the 25 percent threshold when three palms are used to substitute one required tree. Where specimen palms are specified, substitution may be a one-to-one ratio. (c) Palm trees shall not be substituted for required shade trees. (d) Palms shall have a clear trunk height of 10 feet minimum. (5) Shrubs shall be a minimum height of 18 inches spaced appropriately for the species and the required screening and maintenance height. (6) Groundcovers shall be those species of plants with a mature growing height of 24 inches maximum and spaced up to 2' - 3' on-center. (7) Vining groundcovers shall have a minimum of three runners per plant. Vines may be spaced accordingly for the proposed use. (8) Turfgrass may be of any variety which is adapted and suitable for use in Marion County. The use of rolled turf is prohibited on property with public access unless the supportive netting is removed and the integrity of the turf is not jeopardized during installation.
**APPLICANT** request - Requirements are for the 3.5" caliper shade trees. Request waiver to install larger caliper trees but fewer quantities, based upon equivalent inch per inch of the caliper of the tree planted.

**Motion by Ken McCann to approve, seconded by Tony Cunningham**
Motion carried 4-0

**LDC 6.7.4 - Shade tree requirements**
CODE states The post-development ratio of shade trees to the area of the site shall be a minimum of one shade tree per 3,000 square feet.
**APPLICANT** requests a waiver from one shade tree per 3,000 square feet criteria; Project requires 1416 trees per code- We have saved 297 trees with a combined caliper of 7900 plus inches. We are installing another 530 trees all over twice the size-caliper required. The sports area requires large open areas to be in scale we need the larger trees. This should compensate for the shortfall in numbers.

**Motion by Cheryl Butler to approve, seconded by Steven Cohoon**
Motion carried 4-0

**LDC 6.8.7 C, D, E. Parking and Vehicle use areas**

CODE states C. A landscaped parking lot island shall be located every ten parking spaces and shall be a minimum of 200 square feet in size with properly drained soils. For paved parking areas within a Primary SPZ, including those with permeable or porous surfaces, parking lot islands shall be completely planted with shrubs or groundcovers; the use of turfgrass is prohibited. D. Trees within parking areas. (1) All trees required for parking areas and vehicular use areas shall be shade trees, unless required otherwise by provisions in this section. (2) All parking lot islands, including terminal parking lot islands, shall contain one shade tree unless site lighting fixtures are proposed in said island. Double parking lot islands (where double-loaded parking bays are proposed) shall contain two shade trees. (3) In parking lot islands with site lighting fixtures, an arrangement of one or two accent/ornamental trees shall be installed depending on the size and configuration of the island. (4) Parking lot islands with control signage may contain other tree (or palm) species, in lieu of shade trees, which will not conflict with the visibility of such signage. E. Each row of parking spaces shall be terminated by a landscaped island.

**APPLICANT** requests waiver for parking lot islands - Landscape requirements will be calculated and shifted to perimeter and linear islands. Request required for conflicts with underground drainage and large vehicle/RV/bus travel, maneuvering, and parking.

**Motion by Ken McCann to approve, seconded by Cheryl Butler**

Motion carried 3-0

**LDC 6.8.9 Service and Equipment areas**

CODE states A. Utility areas and loading/unloading areas shall be screened as follows: (1) A planting area a minimum of three feet wide and shall form a continuous three-foot high landscape screen, or (2) Buffer fencing with a minimum height of three feet. B. Garbage collection areas (dumpster pad) shall be screened with a wall, buffer fencing, or a landscape screen capable of reaching a minimum height of six feet within three years. C. Trees and shrubs shall remain eight feet from any fire service connection. D. Exterior air conditioning components shall be screened by locating the equipment away from public view or through the use of a landscape screen with a minimum height of three feet.

**APPLICANT** request - Service, Storage, and Maintenance areas are located internal to the site, positioned away from any adjacent public roads and/or private property. Requesting a waiver from screening service and equipment areas since these areas are not visible from neighboring property.

**Applicant withdrew**

**LDC 6.8.8B Building landscaping**

CODE states Landscape areas shall be provided adjacent to or within 25 feet from the building walls and shall extend along 60 percent of the total length of the wall, excluding those areas required for access to the building.

**APPLICANT** requests waiver to allow plantings adjacent to the building to be shifted to perimeter of area. This is a sports complex with larger gatherings- food court,

bathroom areas, etc. Plantings will be calculated and shifted to suitable areas - out of crowd areas.

**Motion by Tony Cunningham to approve, seconded by Ken McCann**
Motion carried 3-0

**6.2. Golden Ocala - WEC Multi-Use Field Phase1 - Major Site Plan 32969 - Waiver to Major Site Plan in Review**
**Parcel #: 21087-001-02 # WaiverPIR-000568-2026**

**LDC 2.21.3.C - Review and Approval Procedures**
CODE states Upon approval by DRC, a Building Permit may be issued and such approval is authority for applicant to proceed with the site improvements shown on the approved Major Site Plan.
**APPLICANT** requests waiver to allow release of the building permits prior to the approval of the Major Site Plan. Requested building permits include BLDC-26-03-00833 (maintenance), BLDC-26-03-00834 Covered Seating), BLDC-26-03-00842 (Restroom), BLDC-26-03-00843 (Storage), and BLDC-26-03-00844 (Restaurant). Request is at Owner's own risk, subject to hold on final inspection, until MSP appr.

**Motion by Steven Cohoon to approve allowing the submittals to move forward with no approval until the State provides their approval and that they do so at the owner's risk including financially, also adding the hold on the waiver in Civic Access for the request, seconded by Tony Cunningham**
Motion carried 4-0

**6.3. Golden Ocala - WEC Multi-Use Field Phase1 - Major Site Plan 32969 - Waiver to Major Site Plan in Review**
**Parcel #: 21087-001-02 # WaiverPIR-000593-2026**
**Tillman & Associates Engineering, LLC**

**LDC 6.13.6 - Stormwater Quality Criteria**
CODE states Methodology. Stormwater management systems may be designed using a combination of design techniques ranging from traditional to low impact. The method(s) utilized shall focus on enhancing the quality of stormwater discharge and recharge through shallow systems, the processes of adsorption, filtration, denitrification, ion exchange, nutrient uptake, microbial activity, and decomposition.
**APPLICANT** request waiver from Marion County LDC Water Quality criteria, to Instead provide water quality in accordance with new Statewide Stormwater Rule (62-330 F.A.C.) including required reductions in Total Nitrogen (TN) and Total Phosphorus (TP).

**Applicant withdrew**

**6.4. Calesa Equine Amenity - Major Site Plan 000106 - Waiver to Major Site Plan in Review**

**Parcel #: 35300-000-45 #WaiverPIR-000590-2026**
**Kimley-Horn and Associates**

**LDC 6.13.6.C(3) Stormwater quality criteria**
CODE (3) Retention and/or detention facilities shall have a maximum depth of ten feet, as measured between the design high water elevation and the pond bottom for dry facilities, and between the design high water elevation and the normal control water elevation for wet ponds.
**APPLICANT** - Waiver request to allow for the depth of DRA1 to be 7.5 feet due to the DRA accommodating offsite public roadway drainage from SW 38th Street and SW 60th Avenue.

**Motion by Steven Cohoon to approve, seconded by Ken McCann**
Motion carried 4-0

**6.5. 3950 NE 15th Court Rd - Waiver to Major Site Plan**
**Parcel #: 15810-000-17 #WaiverSTA-000457-2026**
**Fred Bennett**

This item was tabled for two weeks at the 3/30/26 DRC meeting due to the applicant not being present.

**LDC 6.14.2(B)(a) Connection requirements**
CODE states (a) New development in the Urban or Rural area shall connect to a centralized water system with available capacity if a water line is within a connection distance of 400 feet times the total number of Equivalent Residential Connections (ERCs).
**APPLICANT** requests a waiver from reconnecting to the public water available.

**Motion by Tony Cunningham to deny without support to the Board of County Commissioners, seconded by Cheryl Butler**
Motion carried 4-0

**7. CONCEPTUAL REVIEW ITEMS:**

**8. DISCUSSION ITEMS:**

**9. OTHER ITEMS:**

Mr. Pool stated that with the Canterwood Acres CDD updates, the final plat will need to be resigned by the DRC members.
Mr. Cohoon made comments regarding the realignment of 90th.

**10. ADJOURN:**

Ken McCann, Vice-Chairman

Attest:

Kelly Hathaway
Development Review Coordinator

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22809 **Agenda Date:** 5/5/2026 **Agenda No.:** 14.4.3.

**SUBJECT:**
**Land Development Regulation Committee - March 25, 2026**

**INITIATOR:**
**Deputy Clerk**

**DEPARTMENT:**
**Clerk of Court**

**DESCRIPTION/BACKGROUND:**
Land Development Regulation Committee - March 25, 2026

**BUDGET/IMPACT:**
None

**RECOMMENDED ACTION:**
None, information only.

The Marion County Land Development Regulation Commission met on March 25, 2026, at 5:30 p.m. in the Board of County Commissioners Auditorium, 601 SE 25th Avenue, Ocala, Florida.

## CALL TO ORDER

Chairman David Tillman called the meeting to order at 5:31 p.m.

## ROLL CALL & PLEDGE OF ALLEGIANCE

Kimberly Lamb called roll, and the quorum was confirmed.
Board members present were Chairman David Tillman, Chris Howson, Robert Stepp, Nate Chambers, and Erica Larson. Richard Busche was not present during the roll call, but the Chair confirmed his attendance on record at 5:34 p.m., immediately after roll and previous minutes were approved.

Staff members present were Chief Assistant County Attorney Dana Olesky, Assistant County Administrator Tracy Straub, Growth Services Director Chuck Varadin, Growth Services Deputy Director Ken Weyrauch, Development Review Coordinators Elizabeth Madeloni and Elizabeth Cotos, Parks & Recreation Director Jim Couillard, Parks & Recreation Project Coordinator Susan Heyen, Growth Services Administrative Manager Autumn Williams, and Administrative Staff Assistant Kimberly Lamb.

Chairman David Tillman led the Pledge of Allegiance.

## ACKNOWLEDGEMENT OF PROOF OF PUBLICATION

Kimberly Lamb read the Proofs of Publication and advised that the meeting was properly advertised.

### 1. ADOPT THE FOLLOWING MINUTES

LDRC Board Member Robert Stepp made a motion to adopt the minutes from the March 11, 2026, meeting. The motion was seconded by Board Member Chris Howson. The motion passed unanimously (5-0).

### 2. SCHEDULED ITEMS

#### 2.1 PUBLIC HEARING - Presentation and Consideration for Proposed Marion County Land Development Code (LDC) Article 1 Administration, Division 2 Definitions

Jim Couillard, Parks & Recreation Director, opened the discussion regarding this item.

There were no additional recommendations or comments from the LDRC Board Members.

LDRC Board Member Chris Howson made a motion to recommend approval to the Board of County Commissioners Hearing on March 31, 2026. Motion was seconded by Board Member Robert Stepp. Motion passed (5-1) with David Tillman dissenting.

**2.2 PUBLIC HEARING - Presentation and Consideration for Proposed Marion County Land Development Code (LDC) Article 6, Division 6 Habitat Protection, Section 6.6.6 Open Space A(8)**

Chuck Varadin, Director, opened the discussion regarding this item.

LDRC Board Members voiced their recommendations and comments regarding the current language.

The Board agreed that additional discussion is needed regarding the language in Section 6.6.6(A)(8). The item will be brought back to a future LDRC Workshop; however, it will remain as currently written for now and will proceed to the First BCC Public Hearing on March 31, 2026, with the overall Article 6.

LDRC Board Member Erica Larson made a motion to recommend approval as amended to the Board of County Commissioners Hearing on March 31, 2026. Motion was seconded by Board Member Chris Howson. Motion passed unanimously (6-0).

**2.3. PUBLIC HEARING - Presentation and Consideration for Proposed Marion County Land Development Code (LDC) Article 6, Division 7 Tree Protection and Replacement**

Jim Couillard, Parks & Recreation Director, opened the discussion regarding this item.

LDRC Board Members voiced their recommendations and comments regarding the current language.

LDRC Board Member Richard Busche made a motion to recommend approval as amended to the Board of County Commissioners Hearing on March 31, 2026. Motion was seconded by Board Member Nate Chambers. Motion passed unanimously (6-0).

## 3. NEW BUSINESS

**3.1** The Next Public Hearing for Tree Preservation Items, along with the Two Sections in Article 4, will be Heard at the First BCC Public Hearing on March 31, 2026, at the McPherson Governmental Campus Auditorium at 5:30 pm

## ADJOURNMENT

The workshop adjourned at 7:33 p.m.

Attest: David Tillman, Chairman

Kimberly Lamb, Administrative Staff Assistant

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22810 **Agenda Date:** 5/5/2026 **Agenda No.:** 14.4.4.

**SUBJECT:**
**Marion Oaks Municipal Services Advisory Board for Recreation Services and Facilities - January 13 and February 10, 2026**

**INITIATOR:**
**Deputy Clerk**

**DEPARTMENT:**
**Clerk of Court**

**DESCRIPTION/BACKGROUND:**
Marion Oaks Municipal Services Advisory Board for Recreation Services and Facilities - January 13 and February 10, 2026.

**BUDGET/IMPACT:**
None

**RECOMMENDED ACTION:**
None, information only.

# ADOPTED

## MARION OAKS MUNICIPAL SERVICES ADVISORY BOARD FOR RECREATION SERVICES AND FACILITIES
## Tuesday, January 13, 2026
## 9:30 AM

**ROLL CALL:**
***Board Members***
Kathleen Martin - Chairperson
Alice Mitchell
Muriel "Mim" Chappell-Eber
Rebecca "Becky" Lewis
Teresa "Terry" Newcombe

***Marion County Marion Oaks MS Representatives***
Marion Oaks Community Center Manager, David Pierce
Marion Oaks Facilities Trades Supervisor, Charles Aman
Marion Oaks Recreation Specialist, Kari Coates - Not Present
Marion Oaks Recreation Supervisor, Eva Sanders

General Public: See Sign In-Sheet
Community Center Manager Dave Pierce called the meeting to order at 9:30 AM.

Pierce requested everyone rise for the Pledge of Allegiance.

**VOTE ON ACCEPTANCE OF MINUTES:**
Chairperson Kathleen Martin presented the October 14, 2025, draft of minutes for adoption. An affirmative motion was made by Muriel "Mim" Chappell-Eber, followed by Teresa "Terry" Newcombe and Alice Mitchell. Approved by all.

**REPORTS**

**RECREATION SPECIALIST - Kari Coates *(presented by Dave in Kari's absence)***

**Van & Motorcoach Trips**
Pierce highlighted Kari's offering of continued van and motorcoach trips to members and the general public:

- Noting the St. Augustine Night of Lights – a full bus trip allowing members to see the spectacular Christmas lights of the city.

"She goes about everywhere in Central Florida you could possibly go," Pierce said.

**October November December January**
**programs activities and events with Kari**

- Monthly Community Dinners (including The Price is Right and Newlywed Game)
- Holiday Luncheons
- Increase in fitness trainers, keeping the full building overflowing with activity
- Light Up Marion Oaks & Holiday Extravaganza

# ADOPTED

"She keeps herself very busy; she keeps the Marion Oaks residents very, very well entertained," Pierce said.

**RECREATION SUPERVISOR – Eva Sanders**

**2025 was successful in terms of programs/events**

- Our most attended weekly program was Playtime with the bunnies (We had anywhere from 20 – 115 attendees gathered to interact with the community center bunnies. It posed no cost and was easy to execute
- Beginner Belly Dance class had anywhere from 6-11 attendees. No out-of-pocket costs as I have my own equipment.
- Kid's Pickleball was another program that performed well. We regularly had over 10 children across all age ranges. Parents would often join as well. No cost.
- Content creation class (Aug. 8) brought 9 people with varying goals across different social platforms together to learn about content creation strategies to grow their audiences. No cost.
- Indoor Community Luau (Aug. 24) brought together 70+ people to enjoy the festivities of a Luau in the comfort of the auditorium for just $8 per ticket.
- Talent show (Sept. 30) brought a total of 11 acts. Concessions were low cost and medals also fell under low-cost items.

**2026 Programs**

- Giant volleyball regularly attracts more than 10 players of all ages to engage in camaraderie on the court.
- Saturday Block-out over 100 people along with nearly a dozen vendors came to bring the community together through mutual support. Vendors pay no fee to come out.
- Dinner Social for individuals with intellectual disabilities. A free event in a low stimulating environment for individuals with intellectual disabilities seeking socialization.
- Pickleball Tournament. $10 per bracket; $12 if you want to do a second, and children are free.
- Rock and Roll Skating Party aims to bring people on wheels of all ages together in a safe and controlled environment. We will seek out vendors.
- One Short Mile is a fun run inspired by the movie Wicked in collaboration with Girl Scouts of West Central Florida (GSWCF). Participation fee will be $2 per person to secure the runner's spot. Complimentary water and popsicles will be included, and we will seek out food vendors as well.

**FACILITES TRADES SUPERVISOR – Charles Aman**

- New lights were put up at tennis courts at cost of $2,500. New fence is being worked on.
- Two A/C units went down at the Annex Building. Fan motors went out on Unit 2 & 10. Each motor was $770. "We're still waiting on one motor to come in," Aman said.
- Mulching completed around the Annex Building, Playground, Buildings A & B, and at Dog Park.
- Completed annual maintenance on all vehicles & equipment.
- Preparing to trim trees and perform annual maintenance on splash pad.

**COMMUNITY CENTER MANAGER – David Pierce**

- Dave highlighted Wendy's contribution to programming. Every Tuesday night she stimulates family outdoor play with her Family Fun Nights. "She's out there in the dark. How she gets all

these people I don't know," Pierce said. "She's been a tremendous addition to our staff." Mondays she does Masterpiece Mondays.

- Shuffleboard has become increasing popular in Marion Oaks. Residents Ruthie and Bryan formed a shuffleboard club; they average between 20-24 players each Monday night, and Tuesday mornings.

**Staffing Updates / Developments**
Currently we have two vacant positions:

- Full Time Lead Custodian (vacated when Isander "Nico" Montanez accepted a position with Animal Services in September 2025). We did do one round of interviews, which was unsuccessful. A second round of interviews is scheduled for January 14, 2026.
- Full Time Recreation Leader (became vacant when Eva Sanders was interviewed and selected for the Recreation Supervisor Position). Interviewing for that position January 14, 2026 as well.

"Eva's position was created to expand recreation activities for the most parts on the nights and the weekends – something that we haven't been able to do before," Pierce said. "Active recreation, keeping people moving and then trying to generate interest with families and the younger generations."

Pierce reported an incident on Sunday, January 4th to board members. Recreation Leader Victor Adams was struck in the head by a youth while attending the restrooms. There was a commotion in the restrooms. There were five youth in the restrooms, and as he asked them to leave, one of them hit him in the back of the head, causing Victor to fall to the ground. The Sheriff's Office was called, the youth had taken off from that point. Pierce noted an arrest will be made if the suspect can be identified.

Board member Kathy Martin questioned if there were cameras present to identify the subject. Pierce noted that no cameras are present in the bathroom. Staff and the Sheriff's Office reviewed the camera footage of the grounds but is too grainy to make a positive identification.

**Budget Update**
Over 100 yards of mulch has been delivered and installed at the Annex Building, Playground & Dog Park Areas. There is a 10-foot area of fencing being installed around the tennis court (cost $11,620). We purchased two new ProMaxima treadmills (cost $5,148.97 a piece, and average 5 years of life) using State Contract pricing. We purchased a new Ferris 60-inch commercial zero-turn mower replacing an older mower. This purchase was done at Yard Stop at a price of $10,813.97, utilizing State Contract pricing.

**Fall Frenzy Pickleball Tournament**
The Fall Frenzy Pickleball Tournament on October 16th was extremely successful. Without Mim and Tom taking the lead on that, it couldn't have been done. The tournaments are getting larger and larger. We are hosting another one on February 7th. At the Fall Frenzy Tournament we had a kids bracket for the first time, it was an absolute blast. They will be part of our tournaments from this point forward.

**AED for Building B**
At our last meeting, we discussed the purchase of an AED defibrillator for Building B. That purchase was made in November; it's been set up. We now have an AED that's in the maintenance office here and in the Annex building as well.

**Budget Workshop**

# ADOPTED

The budget workshop is set for February 10th. This is a very crucial time for us. We are looking to either expand the amenities we have out here, expand our facilities, improve our facilities. It's very important we try to hit up and get information from as many residents as we possibly can on what they're looking for. Board members are urged to reach out to friends and family living in Marion Oaks and ask them what they'd like to see out here added, improved upon etc. in preparation of our pre-budget workshop. There's been a lot of input from surveys distributed by Deed Restrictions.

At the workshop, we're going to look at getting the buildings painted. If there's someone on the board that would like to take the lead on color selection... These buildings were last painted in 2010. We should do them all at the same time, in my opinion. The colors are a little dated.

There is significant damage in building A from the roof leak that needs to be repaired, including sheet rock and miscellaneous work. A color change could happen inside building A at that time as well. Citizen Florence "Punky" Charbonneau asked about the status of the curtains in building A. Pierce noted the last time they were changed was over 20 years ago, but there is a high cost to replacement. Previous Board talks included replacing the curtains or removing them to add dark tint. Charbonneau suggested putting real stage curtains in the auditorium as participation increases, and Marion Oaks' presence as an entertainment center is solidified.

Anything that you can see – this is the time to bring it up.

"That building is more popular than ever," Pierce said. "You can't even get into that building on a Friday or Saturday night unless you're willing to wait 9 months."

Pierce said the MSTU director advised that adding Wi-Fi to the auditorium was not cost effective. When priced, it was several thousand dollars and a high monthly maintenance. As of right now, that's totally put on hold, Pierce said.

**Two New Board Members**
The two new board members were formally introduced: Rebecca "Becky" Lewis and Teresa "Terry" Newcombe.

Lewis has been in Marion Oaks since 2003. She has served on the Marion Oaks Civic Association Board for eight years, president of the women's club for eight years, served in the capacity as a community outreach person welcoming new businesses to Marion Oaks, solicited for books printed in Marion Oaks, director for the parade for many years, as well as Meals on Wheels, and now works at the Lutheran Church Pantry on Tuesdays. She runs a travel agency business in the community.

Newcombe has been in the community for three years and is trying to get involved in more things within the community. She participates in exercise classes on Tuesdays and Thursdays at the community center. She volunteered a great deal in her previous hometown in Connecticut, and now it trying to get more involved in Ocala.

**Chair Replacement in Building A**
Board Members were presented three color options for chair replacement in Building A – black with gold trim, black with black trim, and burgundy with gold trim. They are vinyl. Over 500 chairs will be ordered. After consideration, board members chose the black-on-black option. Board member Muriel "Mim" Chappell-Eber noted it's a safe choice considering they do not know what color they will paint the auditorium yet. Martin, Chappell-Eber and Newcombe preferred the black option, while Lewis and Mitchell preferred the burgundy with gold option. Black on black was chosen 3-2.

# ADOPTED

**Set a Date to View Other Community Centers**
Following up on a previous board discussion, the Board decided to set a date to view other community centers, touring their facilities and pools. Facilities discussed included Summer Glen, Glen Aire, Silver Springs Shores Community Center. Pierce suggested taking the van and traveling together.

More discussion was held concerning the Glen Aire pool. Florence "Punky" Charbonneau said it closed because Marion Oaks residents went in and did a lot of damage. They cut the fence, broke into the building, and were caught swimming in there on several occasions. Glen Aire has pressed charges against these individuals. Board Member Kathy Martin said she'd prefer an indoor pool safe from vandalism. Citizen Janis Brennan said the occurrences at the Glen Aire pool were not isolated, and happened over the span of many years, and there was a high cost for residents to keep it up.

Pierce noted installing a pool is the number one request at civic meetings.

A touring date was set for March 27 at 10am.

**GENERAL PUBLIC COMMENTS**

Citizen Joanne Coast asked the board if there was any discussion about signage and changing the name of the buildings. Pierce said there has been some talk about unit signs in the community. In 2011 a decision was not made to what the name of the Annex building would be, so the "Annex" was always supposed to be a temporary name, Pierce said. Any suggestions would need to be an agenda item.

**NEXT ADVISORY BOARD MEETING**

Kathy Martin reminded the Board of our next meeting, a pre-budget workshop, on February 10, 2026, at 9:30 a.m. and announced intent to adjourn. A motion was made by Muriel "Mim" Chappell-Eber and affirmed by Kathy Martin.

Meeting was adjourned at 10:33 a.m.

Minutes Submitted by Gwen Bittner

Kathleen Martin — 4-21-26

Chairperson, Kathleen Martin — Date

# ADOPTED

## MARION OAKS MUNICIPAL SERVICES ADVISORY BOARD
## PRE-BUDGET WORKSHOP FOR RECREATION SERVICES AND FACILITIES
## Tuesday, February 10, 2026
## 9:30 AM

**ROLL CALL:**
***Board Members***
Kathleen "Kathy" Martin - Chairperson
Alice Mitchell
Muriel "Mim" Chappell-Eber
Rebecca "Becky" Lewis – *Not Present*
Teresa "Terry" Newcombe

***Marion County Marion Oaks MS Representatives***
Marion County Municipal Services Director, Chad Wicker
Marion Oaks Community Center Manager, David Pierce
Marion Oaks Facilities Trades Supervisor, Charles Aman
Marion Oaks Staff Assistant III, Gwen Bittner

***Marion Oaks Citizen Representatives***
Marion Oaks Civic Association President, Florence "Punkie" Charbonneau

General Public: See Sign In-Sheet
Community Center Manager Dave Pierce called the meeting to order at 9:30 AM.

**REPORTS**

**COMMUNITY CENTER MANAGER – David Pierce**

**Reoccurring Operating Expenses FY 2026-27**
Dave Pierce presented the board with a report of annual reoccurring operating expenses for the next fiscal year beginning on October 1, 2026-2027.

"That's what it takes to pretty much run the facilities," Pierce said.

Pierce announced he would not be discussing every line item, but highlighting the items that there are changes to, as there is need for discussion on expanding the community center.

"Pretty much, they stay the same," Pierce said. "They fluctuate a little bit year-to-year, but there's not a big different variance."

"One of the bigger changes is the Repair/Main- Building 546101; there's an increase of approximately $30,000, as were looking to replace two A/C units this year," Pierce said. "We usually put in the budget to replace one; Chip has told me that we still have two that are dated from 1992, that are the original ones, and that the average cost of replacing an A/C unit, believe it or not, is $18,000 apiece."

Another item that has gone up is operating supplies for programs – line item 552111. The reasoning behind that increase is adding an additional staff member, Recreation Supervisor Eva Sanders, whose job was created to create recreation programs for the working class on nights and weekends.

Other capital items include getting the Ballpark Concession Stand building reroofed and little Golf Cart building reroofed.

"The cost of that last year came in at $28,000; I bumped it up to $35,000 just to make sure that we have enough money in there," Pierce said.

"Besides that, as far as machinery and equipment, 564101, you'll see that I put $20,000 in for a new sound system and microphone system in building A," Pierce said. "We have kind of an outdated 3-pin system, so we're looking to have that upgraded."

An additional $35,000 was also put into the budget to add one large piece of playground equipment, as several smaller playground structures have failed over the past year, and have been removed by Charles "Chip" Aman.

"That's about the average cost of a really nice piece of equipment," Pierce said. "And then when the time comes for next year's budget, the Board can actually choose what type of equipment that we want out there."

Since no additional treadmills are needed in the next budget year, Pierce announced he put $8,000 in for a piece of resistance weight equipment in the gym. The piece of equipment was referred to Pierce by Sheldon Grant, Manager of the Marion Oaks Library branch.

"That pretty much is all that I put in there that's not your standard, reoccurring operating expenses," Pierce said.

**EXPANSION DISCUSSION**

**How Do We Want to Grow?**
Manager Pierce directed the conversation to the next phase of growth at the Marion Oaks Community Center.

"Marion Oaks has grown significantly over the last several years," Pierce said. "That adds a lot of funding to our budget, #1 — it also adds a lot of stress on our existing facilities."

With an increase in citizenry has come an increase in need for expansion; not only in program offering, but in basic and recreational facilities.

"We owe the community an obligation as they grow, to try to grow with them," Pierce said.

Pierce noted that in recent months citizens have been solicited for their input in what their needs are, and how they would like to see the community center complex be enhanced. Surveys have been collected during Marion Oaks Civic Association meetings with the help of Florence "Punkie" Charbonneau netting eight common reoccurring requests from residents:

- Indoor/Outdoor Community Pool
- Indoor Full-Size Gym/More Gym Space
- State-of-the-art Conference Center
- Expand Annex Building
- Larger Playground/ADA Playground
- Outdoor Restrooms at Dog Park

ADOPTED

- Veterans Park
- Outdoor Remote Control Course

Pierce posed the question: "How do we want to grow?" and told the Board he was looking for where support falls for these items.

**Options**
Running through the eight options most requested, Pierce said that the number one amenity that has been requested is an indoor or outdoor pool. The second most requested is an indoor full-sized gym, followed by more gym space in the annex. Following those, the most requested items are a state-of-the art-conference center and expansion of the Annex Building.

"It doesn't matter what time of day you're there, truly," Charbonneau said. "There might be a little lull around 2:30-4pm, but after that you cannot get in that building. There's not enough parking; there's not enough anything."

"We want to continue the programming, but not right now; we're at a stalemate where we can't add anything over there because every room is full," Pierce said. "The same thing when you want to apply to Building A; you can't get a rental in here for 9 months."

Other community needs with traction are a larger playground/ADA playground, a veterans park, outdoor restrooms at the ballpark field/dog park, and an RC course.

"We've had a lot of requests to do an ADA playground too," Pierce said. "Would that be in the same playground or an additional site? That would be determined."

Pierce also mentioned a lack of adequate restroom space at the ballpark field/dog park when it is used for practice football.

"We have single use restrooms on the backside of the convenience center. MCYFL uses that for their practice football field; we have a flag football team that's going to be using that. There's no place for the kids to use the bathrooms," Pierce said. "There's a lot of requests for us to build a self-standing restroom out there as well."

"I know when I'm trolling through the neighborhood pages, the thing I see the most is gym," Chairperson Kathleen "Kathy" Martin said. "A full-service gym with more equipment."

**Pool**
Pierce segued the conversation to the idea of a community pool, as at the last Advisory Board meeting in January, the Board decided to travel together to visit surrounding successful pool facilities.

"Cara looked into it with administration; we are not allowed to go there as a group," Pierce said. "It's a violation of the Sunshine Law."

Municipal Services Director Chad Wicker let Board members know they'd have to visit facilities on their own, or they could travel individually with Pierce. Pierce offered for Board members to go with him or staff to look at the Silver Springs Shores, SummerGlen and YMCA facilities individually.

ADOPTED

Pierce noted that currently in the Capital Improvement Fund the Marion Oaks MSTU has $1.479 million.

"Most likely because of the continued growth in Marion Oaks, it's going to be significantly more than that," Pierce said. "We really need to think this out and do it the right way."

"Any of these projects will take us more than that to complete," Wicker said.

Charbonneau interjected and said she asks those who come into the Civic Association, new and current residents, what their community desires are.

"The number one thing has been the swimming pool," Charbonneau said. "I really think maybe an indoor pool would be the best way to go."

Wicker mentioned the Silver Springs Shores Community Center pool has fencing, alarms and cameras to deter vandals.

"Indoor does add quite a cost because you do have to have a ventilation system," Wicker said. "It's a lot more cost, but it's something we can look at."

"I really think that is the biggest draw for the community that they want," Charbonneau said.

Wicker suggested the board refine their vision and direction.

"Either way, you're going to have to take a couple years to save up for the project anyways," he said.

"Swimming lessons, adult exercise classes — those things are important to a community," Charbonneau said, noting the closest place to get swimming lessons is across town. "We need to keep that here in the community especially as the community grows. I think if we don't do it, it's a disservice to the community."

Pierce suggested the Board go through the list and pick out a couple projects to support as a group.

Martin mentioned the indoor walking trail at the Mary Sue Rich Community Center, and how it would be nice to have one in Marion Oaks as well.

"If we are looking at like, an indoor pool, we could combine some of these," Muriel "Mim" Chappell-Eber said. "Like gym space."

"And meeting rooms," Wicker said.

Pierce mentioned that because of the way the Annex building is situated, the only way to expand would be back behind the building. Also of note, Deed Restrictions and Senior Services needs more space.

Chappell-Eber announced she's still going to look at pool and rec facilities, and other Board members agreed, on their own, they will look.

Pierce asked the Board what their overall feeling of the pool was: Do they want to explore financial feasibility of that option in Marion Oaks?

Martin, Chappell-Eber and citizen participant Charbonneau all voiced in favor. Mitchell announced she already thought the decision had been made to do that.

Without opposition, the Board voted to have county staff talk with a consultant, designer and get true costs of building, maintenance and staffing costs.

Pierce suggested the Board define the idea between now and the October meeting, look at pools, and ultimately decide exactly what the vision is for the next growth phase of the Marion Oaks Community Center.

**Combining Needs into Large Facility**
With support for a pool from the Board, Pierce advocated for some of the other community wants to potentially be added into the design for the pool plan.

"There might be 3-4 of these projects; we combine them into one big project," Pierce said.

"I think we should explore the community pool, the gym, and indoor track," Chappell-Eber said.

Mitchell and Martin agreed.

Ultimately the Board decided the vision is for a large facility encompassing a pool, gym, indoor track and meeting space, however more research is needed to see how much funding would be needed, and how to execute full funding of the desired facility.

"First we have to figure out what it is you want, then we have to have an architect draw it out and tell us exactly what that looks like, give us a set of sign-and-sealed plans that we would know how to get quotes and know much money we need to raise," Wicker said.

**Veterans Park**
"I would like Veterans Park; I don't think that would take much," Mim said.

Board members agreed to explore that option as well.

**Large Community Building Expansion**
Wicker asked Board members if they want to proceed with a large pool facility or have that option on a survey to present to the public.

Charbonneau said she thinks there's a good sampling of surveys already with a lot of feedback from the community, through civic engagement.

Wicker asked the Board if the Advisory Board wants to move forward beyond a survey to find out the feasibility of the large community facility.

Martin, Chappell-Eber, Newcombe, and Mitchell unanimously voiced in favor.

The Board agreed to have the county fund research to plan and design a facility (to include a pool, showers, lockers, gym, indoor track, and meeting space), so the plans can be presented to the public.

**ADA Playground**

# ADOPTED

Pierce again mentioned an ADA playground, and suggested to meet the needs of the community, to add that in to find out what the cost would be. He suggested installing a separate ADA playground, away from where the average child and teenager would want to play.

"ADA would be specifically for people with disabilities," Pierce said.

"We don't have a lot of room to expand our current playground; there's no way to go out either way," Pierce said. "We've also been told with the amount of equipment in there, you can't add anything to it. To do a true ADA park, there's not enough room in there."

The Board unanimously voted to support an ADA playground.

**Ballpark Restrooms**
Pierce brought up the desire for more restroom stalls at the ballpark field/dog park. There are currently two stalls in the women's restroom, and one stall and one urinal at the baseball park, he said.

"When we get overrun is typically during football season," Pierce said. "We have MCYFL, they've used that as a practice field for 9 years now. So when they're over there practicing, you have well over 100 players and cheerleaders there, trying to use two little bathrooms."

Charbonneau asked if there was room to expand the building. Pierce said he wasn't sure, but that the building is old.

"It probably would make more sense to have a stand-alone (restroom)," Pierce said. "My thinking is down the road we're going to do more and more. I think we're going to see a lot of growth at that ballpark. Obviously, were going to need the facilities to accommodate the amount of use."

The Board unanimously supported plans for outdoor restroom at the ballpark field/dog park.

**Project Priority & Growth Awareness**
Wicker asked if the Board wants the bathroom project to be a priority over the pool? The Board said no.

Wicker said he will put in the budget money to get plans for a pool, noting that the number one Board priority voiced is a pool center.

Pierce offered to take Board members to pool facilities separately, so did Wicker. Wicker also announced he will find out how much an architect will cost.

"This is a significant investment in the community, you want to make sure were doing it right," Pierce said.

"I also think when we do this, we have to make sure the plans include plans for expansion, because we're only half built out," Chappell-Eber said. "We have what, another 15,000 lots?"

"15,000 more homes can go in," Charbonneau said.

"All that will be looked at," Wicker said.

**GENERAL PUBLIC COMMENTS**

# ADOPTED

None.

**NEXT ADVISORY BOARD MEETING**

Pierce reminded the Board of our next meeting on April 14th, 2026, at 9:30 a.m. Meeting was adjourned at 10:54 a.m.

Minutes Submitted by Gwen Bittner

Kathleen Martin
Chairperson, Kathleen Martin

4-21-26
Date

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22811 **Agenda Date:** 5/5/2026 **Agenda No.:** 14.4.5.

**SUBJECT:**
**Public Safety Coordinating Council (PSCC) - January 26, 2026**

**INITIATOR:**
**Deputy Clerk**

**DEPARTMENT:**
**Clerk of Court**

**DESCRIPTION/BACKGROUND:**
Public Safety Coordinating Council (PSCC) - January 26, 2026.

**BUDGET/IMPACT:**
None

**RECOMMENDED ACTION:**
None, for information only.

# January 26, 2026, Meeting Minutes

**Public Safety Coordinating Council (PSCC) – Regular Meeting**
**Monday, January 26, 2026 – 3:00 p.m.**
**Growth Services Training Room, 2710 E. Silver Springs Blvd., Ocala, FL 34470**

## Call to Order

The meeting was called to order by Chairman Bryant, at 3:00 p.m. on Monday, January 26, 2026, at the Marion County Growth Services Building, 2710 E. Silver Springs Blvd, Ocala, FL 34471.

**Pledge of Allegiance:** Led by Chairman Kathy Bryant.

## Roll Call:

Members in Attendance: ***(A quorum was not present until after initial roll call)***
Chairman Kathy Bryant; Commissioner Matt McClain; Sasha Kidney; Capt. Bryan Nix for Major Charles McIntosh; Matt Shelby for Jeffrey King; Joshua Fairbrother; Robin Lanier; Major Angy Scroble; Stephanie Boyd; Cheyenne Wallace; Travis McAllister. Jackie Gibson and Michael Graves arrived after roll call.

Members Absent: Vice Chair Judge Robert Landt; Judge Robert W. Hodges; Rusty Skinner; Regina Lewis; Joshua Fairbrother; Rusty Skinner; Hilary Jackson; Karla Greenway; Christi Stua; Randy Reynolds

Additional Attendees: Linda Blackburn; Alina Stoothoff; Julie Rada; Heather Flynn

## Notice of Publication

Meeting notice published on the Marion County website on January 8, 2026, in accordance with Florida Sunshine Laws.

## Minutes Adoption

A motion to approve October 27, 2025, PSCC Meeting Minutes was made by Joshua Fairbrother, seconded by Travis McCallister. With no further discussion and no objections, the motion passed unanimously.

## Member Discussion Items

- Introduction of Commissioner Matt McClain as the Marion County Board of County Commissioners designee to the PSCC. Commissioner McClain will be Chair starting after this meeting.

- 2026 PSCC Chair and Vice-Chair nominations and selection. Commissioner Bryant nominated incoming County Commissioner Matt McClain for the Chair, and for Judge Landt to remain the Vice-Chair. Motion by Kidney and seconded by Fairbrother. With no further discussion and no objections, the motion passed unanimously.

- SMA Criminal Justice/Substance Abuse Planning Grant ("CJMHSA Grant"). Julie Rada with SMA reported; Winding down on the planning grant; Quarterly report is due 2/15, final due end of March. Winding down on the planning grant. Preparing for Implementation grant, has a good start already completed – continued great conversations with

the Jail, Court Services and the Heart of Florida on how they can work together in formulating how they can work together smoothly.

- Motion to Consider Walk-on request for Approval for Letter from this Committee – Motion by Scroble and Seconded by Kidney. March 19, submission deadline. With no further discussion and no objections, the motion passed unanimously.

- Walk on: Approval for draft Authorization Letter from this Committee designating SMA as the sole-entity authorized to apply for the CJMHSA Readvancement Grant; this letter has been completed once for the initial planning grant – this letter is for the 3-year Implementation grant. There are no financial obligations from the BCC or this committee, other than this committee will oversee the progress made. Motion by Scroble and Seconded by Kidney for this letter to be added with the grant application. With no further discussion and no objections, the motion passed unanimously.

- Jail Population
  Captain Brian Nix sat for Maj. McIntosh. Captain Bryan Nix reported the current inmate count at 1,349. Further, Captain Nix wanted to clarify the capacity for an emergency. The number given during the last meeting was 2600; however, in reality, they can only utilize roughly 80% of that number due to classification. So, the actual number is roughly 2200, in an extreme emergency.

- Recommendations to support arrested individuals with mental health or competency issues. Alina Stoothoff with Court Administration described a pilot program that Miami-Dade is currently using; she volunteered to reach out to Miami-Dade to learn their costs, results, etc. and to share her results at the next meeting. The center is currently not open yet; Ms. Stoothoff brought a handout outlining the services that will be offered once the center is open. The handout outlines the programs they offer, along with costs associated with it.

Further, regarding the Tristan Murphy Act, which is available in addition to Baker Act, can be used to help with integrated services before and after arrest. Mike Graves added that the issues we currently have are that a vast majority of people found incompetent to proceed remain in custody due to public safety concerns. It is approaching 1,000 people currently on the list waiting for a bed in the state hospital. There is a different problem with misdemeanors who are found incompetent – there is no program for them; charges are dropped and then they are released and then are rearrested on other charges and it becomes a revolving door. There is a possibility that there are some State funds that can be earmarked to help with these types of programs for misdemeanor arrestees who need mental health evaluation and treatment. Currently, there is no way to restore competency while remaining housed in the county jail.

- Marion County Problem-Solving Courts
  Alina Stoothoff indicated that all grant funds have been used for treatment and transportation to and from court and treatment.

- 2026 PSCC Meeting Schedule
  Propose quarterly meetings change from 4th Monday to 3rd Monday at 3 pm (1/26/26; 4/27/26; 7/27/26; 10/26/26). Motion to approve those dates by Sasha Kidney, second by Robin Lanier. With no further discussion and no objections, the motion passed unanimously.

**Member Comments**

Matt Shelby for Jeffrey King from Department of Corrections gave an update on population on supervision. Currently, there are 2,541 total offenders in MC on supervision; with 248 being sex offenders. Number of offenders is trending upward, and number of sex offenders is going down. Also, 52% of those under supervision are currently employed.

**Public Comments – General Public Comment**

**Action Items for next meeting**

Next meeting will be held on April 20, 2026 at 3pm; and the next meetings being 7/20/26 and 10/19/26.

**Adjournment**

There being no further business to conduct, the meeting was officially adjourned at 3:35 pm.

Matt McClain, Chairman

04/20/2026
Date

# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2026-22812 **Agenda Date:** 5/5/2026 **Agenda No.:** 14.4.6.

**SUBJECT:**
**Tourist Development Council - March 26, 2026**

**INITIATOR:**
**Deputy Clerk**

**DEPARTMENT:**
**Clerk of Court**

**DESCRIPTION/BACKGROUND:**
Tourist Development Council - March 26, 2026

**BUDGET/IMPACT:**
None

**RECOMMENDED ACTION:**
None, information only.

**Tourist Development Council Regular Meeting**

Ocala/Marion County Visitor & Convention Bureau

109 W Silver Springs Blvd.

Ocala, FL 34475

Thursday, March 26, 2026

9:00 a.m.

The regularly scheduled meeting for the Tourist Development Council was held both in person and via Teams.

Mr. Christopher Fernandez read into the record, members of the public are advised that this meeting/hearing is a public proceeding, and the clerk to the board is making an audio recording of the proceedings, and all statements made during the proceedings, which recording will be a public record, subject to disclosure under the public records law of Florida. Be aware, however, that the audio recording may not satisfy the requirement for a verbatim transcript of the proceedings, described in the notice of this meeting, in the event you desire to appeal any decision adopted in this proceeding.

**Roll Call**

Present:

Christopher Fernandez, Danny Gaekwad, Rich Larkin, Commissioner Ron Livsey, Councilmember Barry Mansfield, Commissioner Michelle Stone and Bobby Walker.

Staff:

Loretta Shaffer, Sky Wheeler, DeeDee Busbee, Bryan Day, Jessica Heller, Corry Locke, Samantha Solomon, Heidi Villagomez, Candace Shelton, Carlos Medina, Coleen Robinson

Guests:

Ileana Frascone, Miles Partnership: Tammy McCann, Marion County Tax Collector's Office; Jason Varnum, ProAm Softball; Paresh Chhatu, Hilton Garden Inn; Ben Baugh, 352 Today; Dana Olesky, Chief Assistant County Attorney, Marion County

**Notice of Publication**

Notice was published on the County Website on January 5, 2026 including Teams information.

***Approval of Minutes***

**A motion was made by Rich Larkin, seconded by Councilmember Barry Mansfield, to adopt the minutes from the February 26, 2026 Tourist Development Council Meeting with scrivener's corrections. The motion was unanimously approved by the council (7-0).**

***Acknowledgment of Financials – February 2026***

Mr. Danny Gaekwad inquired if there were any extraordinary items in the financials.

Ms. Sky Wheeler replied there was nothing unusual and added that there will continue to be some budget amendments as finance has made some adjustments in alignment with finance's accounting standards.

**A motion was made by Commissioner Michelle Stone, seconded by Bobby Walker, to review and approve February 2026 Financials. The motion was unanimously approved by the council (7-0).**

***Report from Chair***

*Presentation: Tourist Development Tax Collection Update, Marion County Deputy Tax Collector, Tammy McCann*

Ms. McCann advised that 23 new accounts were created with Deckard from February 26 to March 26, 2026 with a total of 1,359 accounts. Ms. McCann expressed collaborating with the VCB team to present a Meet and Teach regarding short-term rentals on April 22nd , with more to come in future, as she believes short-term rental owners need help with understanding ordinances and how to pay via the tax collector's website.

Mr. Gaekwad inquired as to the number of accounts.

Ms. McCann replied that there are 1,359 accounts which encompass all short-term rentals including hotels.

***Motion: TDC Chairman/Vice-Chairman Vote***

Mr. Fernandez instructed members to cast votes on ballots found at their seats and to hold them up for collection.

Mr. Gaekwad verified with Mr. Fernandez that Mr. Rus Adams was current Chairman and Mr. Fernandez was Vice-Chairman.

Ms. Wheeler tallied the collected votes and announced that Mr. Fernandez received the appropriate votes to be Chairman. Mr. Wheeler then distributed new ballots to take a new vote for Vice-Chairman as Mr. Fernandez also received majority vote for Vice-Chairman.

Mr. Bobby Walker advised he would prefer not to be considered for Vice-Chairman explaining he is still new to the council and inexperienced.

Ms. Shaffer added that Mr. Rus Adams, although not in attendance, communicated to her he would consider coming back on as Vice-Chairman.

Mr. Corry Locke collected the ballots.

Mr. Gaekwad left the meeting at 9:10 A.M.

Ms. Wheeler announced that Mr. Rus Adams received the appropriate votes for Vice-Chairman.

**A motion was made by Commissioner Michelle Stone, seconded by Mr. Rich Larkin, to approve Mr. Christopher Fernandez as the TDC Chairman and Mr. Rus Adams as the TDC Vice Chairman. The motion was unanimously approved by the council (6-0).**

***Funding Requests***

Mr. Fernandez announced that the following funding requests meet all of the criteria for consent consideration under Resolution 25-R-219 which governs the 4 funding programs and can be moved as one item if the board chooses to do so, however due to the nature of item 6.4, staff is recommending that it be moved separately since the event planners have contracts with several Tourist Development Council hotel partners that may create a conflict of interest.

**A motion was made by Commissioner Michelle Stone, seconded by Mr. Bobby Walker, to approve items 6.2-6.3 as presented. The motion was unanimously approved by the council (6-0).**

Mr. Gaekwad returns to the meeting at 9:12 A.M.

Ms. Dana Olesky recommended that 2 present board members. Mr. Larkin and Mr. Gaekwad, abstain from voting advising the vote will still have a quorum.

**A motion was made by Commissioner Michelle Stone, seconded by Commissioner Ron Livsey, to approve items 6.4 as presented. The motion was unanimously approved by the council (5-0) with Mr. Gaekwad and Mr. Larkin abstaining.**

Mr. Larkin asked for a brief explanation of the funding.

Mr. Locke answered that the intended use of funding on the application reflected marketing expenses, advertising, and event production expenses.

***Staff Updates***

***Presentation: Revised America 250 Media Plan***

Ms. Shaffer then spoke regarding the America 250 Media Plan, which originally had a $500,000.00 approved budget, explaining that the department had found ways to use the current media plan to be proactive and deliver initiatives though an efficient and effective marketing plan. Ms. Shaffer explained that this plan will even be carried out beyond July 4th into the shoulder seasons for summer and fall in which the most activity is needed. Ms. Shaffer then introduced Ms. Ileana Frascone of Miles Media and advised several of the Miles Media team members had joined remotely to help guide through the media plan.

Ms. Frascone advised it was a pleasure to join the meeting again to review the progress and planning for the America 250 plan, what the team has been working on, and outline the strategy. She advised the purpose of the campaign was to celebrate America's 250th birthday by positioning Ocala/Marion County as a premier Florida travel destination for a patriotic

celebration during the shoulder season of late spring, summer and leading into fall to generate community pride and economic impact. Ms. Frascone elaborated that the timing included onboarding, Mr. EJ Neives, the content creator for programing starting in March to July with the full plan activating in May through August. She explained that the target audience is leisure travelers, which is aligned with the marketing plan at large with some notable differences, aged 25-64, especially families, couples, and multigenerational road-trippers seeking affordable, outdoorsy escapes.

The secondary audience is history buffs, equestrian enthusiasts, empty-nesters, nature enthusiasts and regional travelers exploring America 250 heritage routes and national park/monument stops. Ms. Frascone moved onto the campaign's theme which is to Celebrate, Explore, Remember – America 250 in Ocala/Marion County with the strategies of destination awareness and amplification. She continued explaining that the plan included telling the good story of Ocala/Marion County as an all-American destination, unified messaging across all touchpoints, integration of local events including dining, things to do and places to stay which is all the reliable content to drive economic impact and encourage return visitation. She advised they are instilling a concept for future return travelers. Ms. Frascone advised the success measure would be similar to all of their media programming by very targeted Key Performance Indicators (KPI). She continued to explain the breakdown as Awareness KPIs which included impressions, reach, and video completion rate, Engagement KPIs like click-through rate, content interaction and landing page visits, Conversion KPIs which include bookings, Arrivalist lift, spendlift, and online travel agency referrals, and lastly advocacy KPIs which encompasses PR programming, social sharing, and work with content creators. She advised they will be providing post-campaign reports monthly to assure benchmarks are being meant.

Ms. Frascone then explained the primary geographic focus was the Florida drive markets being Orlando, Tampa, Jacksonville, Tallahassee and Gainesville and secondary markets being the southeast drive markets within 6-9 hours away including Atlanta, Savannah, Charleston, Birmingham and Nashville. She added a couple national channels, VF co-ops and AAA On the Go, layered in contextual targeting for road trips, family travel, and Florida vacations. Ms. Frascone transitioned into the integrated media funnel approach to the paid media strategy which consisted of three tiers. She further explained at the top is Awareness which consisted of Out of Home, Connective TV and PR initiatives with the objective to build reach and visibility. The next tier explained was Engagement where there are display tactics, eblast and social to encourage interaction and site traffic. The final tier was Conversion being OTA, like Expedia, and Search where they drive to actually book and find measurable ROI within purchasing. Ms. Frascone recommended the first buy to be with Carvertise, a partner they have worked with previously, which would involve deploying a fleet of 13 boldly wrapped patriotic "Road to Ocala" creative rideshare vehicles over a 12-week period with activation at 6 high-impact swarms assigned to Tampa.

Mr. Gaekwad inquired if all vehicles would have the same wrap and graphics.

Ms. Frascone answered that the graphics will be the same for consistency and in the past they have worked with some minor color differences.

Ms. Frascone continued to explain the vehicles would be at major events in Tampa for example the Tampa Bay versus Red Sox baseball game, Chris Stapleton and Jellyroll concerts, and the Florida Seafood Festival.

Mr. Gaekwad queried if cars were in use when not at an event and for verification if using Uber vehicles.

Ms. Frascone advised the vehicles were rideshare, both Uber and Lyft, and they would be an branded experience geared to surprise and delight at events adding that within the vehicles there will be a QR code linking to the America 250 landing page to drive the measurable engagement and awareness. She supplemented that reach will be extended through digital re-targeting as they anticipate about 14 million impressions to reinforce the messaging with a May through July timing.

Mr. Gaekwad inquired as to the meaning of the slogan on vehicles of "Find Your Freedom Here!" as opposed to relating more to celebrating America's 250th slogan.

Ms. Wheeler answered advising it meant the freedom to do what you want to do.

Mr. Larkin agreed with Mr. Gaekwad and inquired as to the thought process on how the slogan was achieved.

Ms. Frascone advised her team works on the media buying and they don't handle the creative and that when working with the creative team they did not want to be too specific allowing for broader time period travelers.

Ms. Wheeler advised the creative is managed internally and can be revisited further explaining the wrap picture shows people jumping into the springs which is an intended target market receiving the most engagement on other platforms. Ms. Wheeler added that adjustments can be made and the messaging refined.

Mr. Larkin reflected that he doesn't feel people relate Ocala with the springs from Tampa and Orlando.

Ms. Wheeler explained that there is considerable data that supports the relationship. She pointed out there are two sides to the wrap and the other pulls the equine perspective adding that the back window is the call to the website. Ms. Wheeler explained that targeting starts from the rider's digital device through location sharing serving them directed follow up digital content.

Mr. Gaekwad inquired as to how many events will be targeted, how long will the vehicles stay and who pays for the wrap.

Ms. Frascone indicated four vehicles would stay two hours at six events and the wrap price is included with the buy. She further explained that Carvertise guarantees impressions, a certain amount of traffic and often there is flexibility with good media partner buys, and they bundle in an extra event.

Mr. Gaekwad queried as to whom Carvertise was and had there been past business.

Ms. Wheeler advised that the VCB have done business previously and won awards doing campaigns with Carvertise.

Ms. Frascone transitioned into marketing with the AAA Travel Media to reach highly engaged regional travelers across trusted AAA platforms. She further explained in order to do that they will leverage a Florida-targeted eNewsletter, with distribution at 1 million, to drive awareness during peak summer planning period and extended the impact with a full page with On the Go digital publication that goes to 3.2 million members which includes a 400-word story and a sponsored event feature to deepen engagement, adding they like opportunities with the editorial mix. Ms. Frascone continued that they would highlight "Road Trip to History" and America 250 messaging positioning Ocala/Marion County as an easy, family-friendly getaway.

Mr. Gaekwad added that they need to give specifics of why visitors would come to Ocala for the "Road Trip to History" potentially putting that on the Carvertise wrap.

Ms. Frascone continued that the campaign with AAA Travel Media would encourage trip planning through itinerary driven storytelling and drive market accessibility with the flight being in May or June.

Ms. Frascone moved onto the next approach with the Expedia Group to reach high-intent travelers actively planning trips and redirect consideration to Ocala/Marion County. She continued that they would implement competitive conquesting within searches for nearby destinations which is a very targeted approach at Orlando, Tampa and Gainesville. She continued explaining they plan to leverage placements including Homepage Marquee, Partner Gallery, and listings across Expedia and Vrbo to maintain visibility through the booking journey. She advised they are going to target travelers using a combination of IP-based geo targeting and search intent signals, including Florida drive markets and key Southeast feeder cities such as Atlanta, Nashville and Charleston and align targeting to family travelers and history/culture travel themes to support America 250 messaging.

Ms. Frascone moved into explaining the social approach with a targeted social campaign promoting Fourth of July events, including creative tailored by location, interests, and behaviors to reinforce the "Celebrate, Explore, Remember" theme including Independence Day fireworks celebrations at Wrigley Fields, Ocala/Marion County Veterans Memorial Park, Dunnellon High School and Belleview Sportsplex and a patriotic parade. She further detailed their plan to use carousel and single-image ads to drive site traffic and trip planning, paired with video formats, vertical and horizontal, that immerse audiences in America 250 visuals while implementing retargeting to re-engage warm audiences already interacting with the site and social content, converting awareness into visitation intent. She advised the platforms would be Facebook and Instagram.

Mr. Larkin inquired if the images would all be stills.

Ms. Frascone advised that there will be video also.

Mr. Larkin expressed that people are more drawn to videos.

Commissioner Michelle Stone verified that target area is out of Marion County and asked if the

contract approved last month with Mr. EJ Neives will link together with this initiative.

Ms. Frascone advised the presentation will cover that shortly and this initiative is the paid piece that goes out of market whereas Mr. Neives is the organic piece involving him traversing around regionally with editorial freedom to capture events through his local eye perspective.

Ms. Frascone then moved onto the topic of search advising they maintain a strong always-on SEM presence through the traditional media plan which is dedicated to the America 250 branding. She continued that they also plan to work with performance max and demand generation campaigns to optimize around the event targeting high-intent users searching for travel in Florida's drive markets directing them to campaign landing pages that feature itineraries, events, and partner offers. They also plan to integrate campaign creative and copy tied to the "Road Trip to History" theme to connect search intent with the larger America 250 story. Ms. Frascone added they plan to align creative to America 250 and "Road Trip to History" reinforcing Ocala/Marion County as an accessible, experience-rich destination which would be exciting to maximize impact through a 25% Visit Florida co-op match, increasing media efficiency and overall reach.

Ms. Frascone transitioned to the Visit Florida co-op Digital Out-of-Home buy explaining that it's a high-impact unit in key feeder markets to drive consideration for Ocala/Marion County which includes billboards, transit and pedestrian environments reaching travelers in high traffic moments. She explained the plan would be to utilize programmatic targeting to align placements with travel, lifestyle, and cultural environments that index with target audience positioning Ocala/Marion County as an easy, drive-market getaway for Atlanta, driving consideration and trip planning.

Ms. Frascone then presented the next Visit Florida co-op as Amazon Streaming TV reaching travel audiences through premium, full-screen video environments across Prime Video, Freevee, and live sports/news inventory to deliver broad, high-impact awareness. She added that it would a nationwide, excluding Florida, targeting using Amazon's first party data to reach users based on behaviors, interests, and purchase signals around Arts & Culture, Culinary, Outdoors & Nature and Sports. She continued to explain that Amazon tracks purchases so the content being served later is based on purchase history. She added that the creative aligned with America 250 and "Road Trip to History" using sight, sound and motion to inspire visitation again with a 25% Visit Florida co-op match.

Ms. Frascone explained the next Visit Florida Co-op would be with TripAdvisor displaying native programing leveraging display and native placements to stay present though the consideration phase and influence destination selection. She continued explaining that it would target nationwide, excluding Florida, and in-market users researching Florida and competitive destinations to redirect demand to Ocala/Marion County. She added the creative would align with the themes and highlight cultural attractions, events, and nearby experiences. Ms. Frascone advised they would utilize Visit Florida's first-party data and co-op efficiencies to maximize reach and cost efficiency.

Mr. Larkin asked how would we know who the audiences is for TripAdvisor as he looks at it like

a fading platform similar to Priceline.

Ms. Frascone advised periodically they do an audit of TripAdvisor and Expedia to verify their relevancy and it continues to be one of the best ways to measure conversion.

Ms. Frascone continued the presentation explaining the PR portion to bring the story to the media by coordinating an America 250 Satellite Media Tour in the early summer creating buzz, boost media coverage and drive traveler intent across Florida and key Southeast drive markets. She outlined that a VCB spokesperson would conduct interviews with multiple media outlets to promote Ocala/Marion County as an All-American destination leveraging both earned and owned channels to maximize reach and awareness. She further explained hosting a media FAM trip, with 4-6 regional journalists, in mid to late summer to keep the momentum and bolster the off-season by experiencing the region's patriotism, heritage, equine culture and outdoor adventures to develop stories showcasing these experiences advising the goal is to generate rich, lasting content that inspires travel.

Ms. Frascone moved her presentation onto the Content Creator program collaborating with local content creator, Mr. EJ Nieves, who will tell the story of Ocala/Marion County as an All-American destination leading up to the America 250 celebration through the lens of local businesses and events with 6-10 posts a week on Facebook and Instagram in March through July. She advised the program was approved by the TDC in February and they are excited to see how the program materializes.

Ms. Frascone closed with a media plan flowchart showing the partner, placement, markets to be targeted, run periods and spend.

Mr. Larkin verified that total spend for America 250 was roughly $378,000.00 and commented every community is going to be pushing America 250 thinking realistically that people will not come from Atlanta to Ocala as Atlanta will have their own celebration. He inquired if we are looking to pull travelers to Ocala from Atlanta or traveler's passing through.

Ms. Frascone answered with a hypothetical situation explaining that if you lived in Atlanta full time and were tired of the hustle and bustle of the city, you may be looking to get out and have a road trip with your family during the summer off-season to come down and enjoy hence why they are targeting families and day-trippers who are trip planning to explore some unique offerings out of their hometown. She added that Atlanta is a strong market for Ocala/Marion County and their placements are trying to catch others driving down I75.

Mr. Larkin requested to return the presentation to the visual stills of a horse jumping and the Marion County America 250 logo advising that those images grabbed him as he views them and then reads the content. He continued that the car wrap does not do the same and the colors are too soft and blending.

Mr. Fernandez advised his wife has been using ChatGPT to plan family road trips and it leads to individual events. He added he likes the diversity in the whole marketing package. He asked how long traditional advertising methods will be valid with the evolution of artificial intelligence chatbots or will they remain valid as through the advertising chatbots get information and how

should we tailor our spend to enhance chatbot driven information.

Ms. Frascone advised that is why their plan is diversely tailored to catch different people at various planning stages. She communicated that search is an important buy as certain settings through Google can be set for AI Generative search as there are still paid pieces within that. She added that search engines will produce the most qualified sites which by nature are DMO sites so making sure the website is up to date as possible as that is where the information is pulled from. She supplemented that ChatGPT is going to help with the inspiration process and from there people would move onto TripAdvisor or Ocala/Marion County's website to get more information on specifics. Ms. Frascone counseled that she doesn't feel that one will replace the other but it is something that needs to be planned for in content approach.

Mr. Gaekwad stated that he was looking through the website at the celebration events and asked who is paying for all of it and how much.

Ms. Shaffer answered that it was approved for $500,000 but after reviewing the media plan it was decided to optimize efficiency and present a spend of $377,000 to the council in which the TDC is paying for with Visit Florida components picking up 25% costs.

Mr. Gaekwad asked if the department missed some of the Visit Florida monies.

Ms. Shaffer advised some, but the options presented by Ms. Frascone were the most prudent in the remaining inventory and could extend market penetration.

Mr. Gaekwad requested an explanation of the mathematics.

Ms. Wheeler explained that Visit Florida's co-op programs are structured where we have an investment and they plus up the investment by 25% so we do not see those funds just the results of the funds as they go in and buy a bigger piece of the media.

Mr. Larkin asked what the spend was for in August.

Ms. Wheeler answered it was to continue to drive the summer season and added that a clarifying point that not everyone is going to come on the 4th of July, but we would like to be in their thought process before children go back to school for road trips. She supplemented that working with the Miles team it was decided to push through Labor Day.

Mr. Larkin asked if it would utilize the America 250 campaign language or generic marketing.

Ms. Wheeler advised it would have some of the America 250 components but not the come for fireworks aspect more aligned with visit for fun.

Mr. Gaekwad conjectured that 4th of July was the main event although he could not find much on the website.

Mr. Fernandez asked if the website was still being developed.

Ms. Wheeler advised that VCB does not manage the Marion Celebrates 250 website.

Mr. Gaekwad asked what the TDC website was.

Ms. Wheeler explained OcalaMarion.com has an America 250 page which navigates all our traffic with our messaging and itinerary building that is more tourism based.

Mr. Gaekwad advised he felt for the $370,000 there would be a monumental event, like a concert, in which thousands of people would attend.

Ms. Shaffer counseled that the plan is to extend the opportunity to come to an All-Americana place by marketing the entire destination with messaging that drives the shoulder season of summer and launch into fall destination wide. She added that there are so many people that have children going back to school but the empty-nesters and people with expendable funding will come for culinary, arts and culture. She supplemented the plan will be capitalizing on creating messaging around those audiences to help build the shoulder season opportunities.

Mr. Gaekwad advised he believes it is a "feel good" campaign which he feels good about.

Mr. Larkin added that you cannot measure the ROI but it is something we need to do.

Ms. Frascone presentation ended and Ms. Shaffer introduced Ms. Heller to present the Marketing and Communications Update.

***Marketing and Communications Update***

Ms. Heller advised this would be a brief update adding the marketing and communications update would be for this month and the breakdown for digital placements that are January through February. She explained the report is for the currently running media, some industry and advocacy communication efforts and a recap of recent PR efforts. She stated that this type of report will be presented when she is not doing the quarterly report. She advised the current running media consists of Visit Florida Vacation Guides, Sports Planning Guide, CEP Relocation Guide and Atlanta Parent explaining that with the print media there is also complimentary digital media that comes with it like Geoblast. She listed the billboard ads and digital media like banner ads in which some are videos. Ms. Heller explained there are what appears to be organic articles that are paid media placements along with podcasts. She explained a unique placement in Simpli.fi which places a geofence around select conferences and industry events, whether we attend or not, reaching planners though media planner messaging and after the event we can use re-targeting to continue to show our destination to those planners. She continued onto the next slide which outlined the Industry/Advocacy Communications showing some of the communications sent out, events attended and presentations completed. Ms. Heller reviewed the Public Relations portion which comprised recent press trips and press releases.

Ms. Shaffer then introduced Mr. Corry Locke to present the sales update.

***Sales Update***

Mr. Locke started with today's approvals of Patriot Games Invitational and the JFCA and one other being the ProAm Road to the World Series Qualifier which is to take place May 22-23rd, 2026 at the Ocala Regional Sports Complex. He further advised ProAm was late to secure May funding, but they were able to move forward on funding for the July tournament. He added

that they are working on a 3rd tournament to take place in later summer to is to be presented to the board in the next couple months. Mr. Locke then moved into the Leads section.

Mr. Larkin asked what JFCA Hottest Show on Earth stood for.

Mr. Locke responded it was the Junior Florida Cattlemen's Association which was approved this morning for the July show at the Southeastern Livestock Pavilion.

Mr. Locke continued onto Uncle Charlie's softball tournament, which is a mid-west brand based out of Ohio doing a lot of tournaments in the mid-west who have never been to Florida. He continued that they have made contact to come into the Florida market and are currently working with Parks and Recreation at Shocker Park. He added that an RFP went out to the hoteliers last month. Mr. Locke then moved onto another opportunity which was the Going on Faith Conference and Group Travel Con which are under the same conference organization called Group Family Travel. He explained he is working with them to host one or both conferences and going through the details of their RFPs while planning to keep the council updated on progress. He then moved onto the Millennial Health Care Annual Summit which was sent to the sales team though Cvent and they are potentially trying to bring the event in November. He next reviewed the Florida BASS Nation Youth Tournament, which is a statewide organization for fishing, the youth division, to be potentially hosted at the Heagy-Burry boat ramp on Orange Lake on February 19-21, 2027. Mr. Locke's lead list ended with Connect South, also known as Informa, which also hosts Connect Marketplace, a large tradeshow staff attends every year. He continued that they have multiple conferences that they do and is to be potentially held in October of 2027. He added that Connect had a site visit last month that went very well and they are working on the RFP. Mr. Locke moved onto the Ongoing Leads list in which the only change was the Florida and Alabama RV Park and Campground Association which has a planned site visit in June, adding it is a big conference and opportunity which is being hosted in Daytona this year. Mr. Locke moved onto Lost Business being the Florida Rolls Royce Owners' Club which was lost to The Villages as the venues we offered did not work out for 2026.

Mr. Gaekwad asked what the venues were.

Mr. Locke advised that an RFP was sent out and several hotels responded and they were not able to come to an agreement. He advised he was not privy to the direct conversations.

Mr. Locke lastly presented the Conferences/Tradeshows portion of his update explaining the department is a member of MPI which does a Spring Showcase which is to be held in Jacksonville on April 2nd with Mr. Bryan Day in attendance to represent Ocala/Marion County.

Mr. Larkin posed a question to Commissioner Stone inquiring whether the county has ever studied the opportunity of a meeting facility considering the growth of hotels being built.

Commissioner Stone advised that the VCB had done a study within the last 18 months and suggested he should be provided with a copy.

Ms. Shaffer noted that she was recently provided with a large 423 page binder that she could review with him advising there could be a phase 2 added which will look at all the parks in the

county that could potentially be converted into regional parks. She continued explaining that the long-range tourism plan for the county is being prepared looking at the next 3 to 5 years which will contain the steps needed to answer that question.

Mr. Larkin advised that being close to Tallahassee that there may be state associated business that may not fit into one hotel but may be able to be accomplished here and asked if the study was complete.

Commissioner Stone advised the study was complete and they identified gaps such as that and there were at least nine identified locations adding, as Mr. Gaekwad previously identified, the World Equestrian Center recently built a conference center which allows a big gap to be filled. She continued to explain that it was not within the Ocala city limits but again that would be in private market to determine.

Mr. Gaekwad advised that it is good to have a convention center as the demand is there, adding it cannot be just one building as people want food and entertainment unless potentially downtown, as WEC is completely different.

Mr. Larkin replied that state associations may not be able to afford WEC.

Commissioner Stone reasoned that with the new hotels coming downtown plus the one already here, and The Forge being close to being completed plus there being a lot of entertainment downtown to compliment a convention center.

Mr. Gaekwad expressed Tuscawilla Park, with the lake, should be identified as a potential site adding when people go to a convention they also visit downtown.

Councilmember Barry Mansfield advised that the City of Ocala works hard to bring business downtown and what needs to happen is getting across 40. He added they need investment, like The Forge and Midtown have done, and people interested in areas across 40, the section from main downtown to the north side of town near Florida Feed & Seed. Councilmember Mansfield said that there are some sections that need to go and be reinvested. He added that Mr. Doug Cone building a new hotel is great.

Mr. Gaekwad advised he strategically bought the SunTrust building, which is 6 acres, the same size as the downtown per his hired architects, and he is awaiting the hotels to be built to verify supply and demand but stated a hotel cannot do everything.

Councilmember Mansfield advised Mr. Gaekwad was correct and what they need to encourage is retail downtown like "Mom and Pop" shops. He pointed out that now that they have raised the price downtown and with the rent increased "Mom and Pops" cannot afford it. Councilmember Mansfield expressed they want to break that cycle and potentially get more restaurants.

Mr. Gaekwad advised the city is not in the business to do business and that the city is in the business to facilitate what the businessman wants to do.

Councilmember Mansfield agreed that the city wants to encourage developers to come and spend money. Councilmember Mansfield expressed that Ocala needs to advertise their rich vast

history, as there is always talk about the springs and horses, for example the battles fought here and Ft. King along with America 250. He felt that there is a demographic of people that will come to see the history and spend money as opposed for just coming for one day, July 4th.

Mr. Gaekwad agreed with Councilmember Mansfield.

Commissioner Stone added that the America 250 website should include some historical content as well as the trolley car.

Councilmember Mansfield expressed hope that the new electric trolley car will arrive soon as it has been ordered and currently there is a bus service running the routes.

Mr. Fernandez expressed the importance of the connectivity of crossing 40 and how the trolley will help.

Councilmember Mansfield brought up that people living downtown are wanting to cross 40 in golf carts which they are working on trying to make Ocala a user-friendly city.

Commissioner Stone stated she believes they are narrowing the lanes on 40 to slow down traffic to make it more pedestrian and golf cart friendly.

Mr. Larkin asked if the routes for the trolley car are online somewhere.

Councilmember Mansfield advised yes.

Ms. Wheeler advised there is a robust interactive map that shows the bus location in real time.

Mr. Gaekwad reasoned the Silver Springs attraction appeal has gone with visitors opting to go to Disney. He continued that the attraction is too old, and he does not know how many people go there. He stated they need to establish new attractions to appeal to people for example the swimming competitions. He believed that not many people attended Light Up Ocala and the traffic just comes and goes and people are disinterested. He relayed that the downtown rents per square foot are too high for retail to survive with online retailers such as Amazon replacing traditional brick and mortar retailers. He encouraged Councilmember Mansfield to think innovatively about what else can be brought downtown other than retailers.

Councilmember Mansfield disagreed and clarified that when referring to retail he means more Mom-and Pop, crafts, unique products, boutique-like stores.

Mr. Gaekwad advised that Mom and Pop businesses cannot afford the rent downtown at $40 a square foot.

Councilmember Mansfield advised he believes there are still businesses on this side of 40 that are vacant properties that would require investment but will recoup the monies and agreed that not everyone can afford $40 a square foot.

Mr. Gaekwad advised he just rented to a "Mom and Pop" cookie shop at $70 a square foot and is uncertain as to whether they will be able to afford the space long term.

Commissioner Stone realigned to the agenda and expressed that maybe a brainstorming

session could be in order.

Mr. Fernandez suggested that convening a separate brainstorming session or workshop for downtown discussion is in order.

Ms. Wheeler advised that there is an upcoming long-range tourism plan with ample opportunity for input all throughout that process and encouraged members to stay excited over the next few months to express insights. She added that the consultant that is selected to do the long-range tourism planning work will have today's information provided for reference.

Ms. Shaffer introduced Ms. Wheeler to provide the TDT Collections/STR and Key Data update.

Commissioner Stone left the meeting at 10:13 A.M.

***TDT Collections/STR and Key Data Update***

Ms. Wheeler advised that the TDT Collections were formatted slightly differently, post the tax collector's office presentation last month. She explained the corrections have been made to the month's actuals which were previously reported incorrectly for the prior fiscal year. The updated numbers are shown in yellow and reflect the new numbers from the tax collector's office with a new total for fiscal year 2025 of just over $6.1 million dollars which far exceeds the prior year.

Ms. Wheeler continued to explain that further into the current fiscal year we will benchmark against the actual numbers and not the numbers that were duplicated. She then covered the reporting period for February, which covered January's revenues. Collections totaled $605,405.05 which was a decrease from last year of 3.14%. She added that after reviewing with the tax collector last month, that when looking back at the minutes or collections in November there was a catastrophic outbreak scenario in the equine industry that cancelled a lot of events which will reflect in both the collections and STR/Key data. She advised that she did not get a chance to discuss previously and reported that it is easy to remember a hurricane as it affects everyone whereas an equine outbreak may not be as forward facing. She moved onto the next part of the report which covered the Marion County STR then the Visit Florida STR followed by the Key Data for Marion County. Ms. Wheeler advised the trend data for Marion County occupy rate was at 70.2% which was a decrease of 2.8% year over year, the average daily rate was $145.05 which was a decrease of 4.1% from last year and the RevPAR was $101.89 which was a decrease of 6.8% from last year. She advised from the running 12 months occupancy was down 8.5%, ADR down 4.2% and RevPAR was down 12.4%.

Commissioner Stone returns to the meeting at 10:16 A.M.

Ms. Wheeler then moved into the Visit Florida data explaining the orange marker line was the Visit Florida figures and occupancy statewide was at 78.6% which was a decrease of .3%, average daily rate was $247.35 which was an increase of 4.7% from last year and RevPAR was $194.43 that was up 4.4%. She then moved into Key Data, which was the grey line on the slide, which showed the short-term rentals but not Deckert Technologies that the tax collector's office works with, it is a different set of information that is just looking for the occupancy, the average daily rate and room nights available and it does not affect the compliance side. She

advised occupancy was at 58.7% which was down 1% from last year, the average daily rate was $257 which was down $19 from last year and RevPAR was $126 which was a decrease of $6 from last year, nights available was 5,195 which was up 2% from the previous year and the running 12 months occupancy was down 10%, average daily rate was down 3% and RevPAR was down 10% and nights available decreased 2%. She explained that nights available figure is normalizing as people appear to be deciding if this is a business they want to be in and due to the tax collector's efforts it will continue to standardize so we will have a better understanding of what the other data imparts as the room nights were fluctuating very heavily for a period of time. Ms. Wheeler ended with offering to sit down with anyone individually to review more in depth or look at back or forward trends.

Ms. Shaffer referred to the upcoming events in the packet and if there was any interest in attending to please let the department know and reminded that Saturday is Marion County Day at the McPherson Complex from 10 AM to 3 PM. She added the event is attended by thousands being part of the celebration of the grand year with America 250 advising that the public relations team has done a amazing job planning amazing events for the community. She added that the VCB will be represented at the entry with the Gateway blow up and a welcoming table.

Mr. Fernandez thanked the staff and asked if there was any old business, new business or public comment.

Mr. Paresh Chhotu from the Hilton Garden Inn offered a public comment regarding the America 250 celebration regarding the calculation of the ROI.

Mr. Fernandez thanked Mr. Chhotu for the comment and advised the next meeting of the Tourist Development Council would take place on April 23, 2026 at 9:00 AM and adjourned the meeting at 10:20 AM.

Christopher Fernandez, Chairman

# FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

| LAST NAME—FIRST NAME—MIDDLE NAME | NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE |
|---|---|
| Gaekwad, Digvijay | Tourist Development Council |
| MAILING ADDRESS<br>11980 SE 22nd Ave Rd | THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:<br>☐ CITY ☑ COUNTY ☐ OTHER LOCAL AGENCY |
| CITY: Ocala — COUNTY: Marion | NAME OF POLITICAL SUBDIVISION:<br>Marion County |
| DATE ON WHICH VOTE OCCURRED<br>March 26, 2026 | MY POSITION IS:<br>☐ ELECTIVE ☑ APPOINTIVE |

## WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

## INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * * *

### ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * * *

### APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

## APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

## DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Digvijay Gaekwad, hereby disclose that on March 26, 20 26:

(a) A measure came or will come before my agency which (check one or more)

___ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____;

___ inured to the special gain or loss of my relative, _____;

✓ inured to the special gain or loss of Downtown Hilton Ocala, by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

3-26-26
Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

# FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

| LAST NAME—FIRST NAME—MIDDLE NAME | NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE |
|---|---|
| Larkin, Richard | Tourist Development Council |
| MAILING ADDRESS | THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: |
| 3635 SW 42nd St | ☐ CITY ☑ COUNTY ☐ OTHER LOCAL AGENCY |
| CITY / COUNTY | NAME OF POLITICAL SUBDIVISION: |
| Ocala / Marion | Marion County |
| DATE ON WHICH VOTE OCCURRED | MY POSITION IS: |
| 3-26-26 | ☐ ELECTIVE ☑ APPOINTIVE |

## WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

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For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * * *

## ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * * *

## APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

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## APPOINTED OFFICERS (continued)

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## DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, _____, hereby disclose that on _____, 20 ____ :

(a) A measure came or will come before my agency which (check one or more)

___ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____ ;

___ inured to the special gain or loss of my relative, _____ ;

✓ inured to the special gain or loss of Hilton Ocala, by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

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If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

3/24/24
Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

# Ocala/Marion County, FL
# America 250 Media Plan

Campaign Dates: 4/21-8/31

updated 3.24.26

| PARTNER | PLACEMENT | TARGETING | MAR | APR | MAY | JUN | JUL | AUG | TOTALS | Channel GOALS |
|---|---|---|---|---|---|---|---|---|---|---|
| Carvertise | Advanced Partial Wraps + Event SWARMS | TAMPA | | | $46,000 | | | | $46,000 | $50,000.00 |
| | Digital Retargeting | National | | | $4,000 | | | | $4,000 | |
| AAA | 1x eNewsletter (May or June) + 1x Full Pg ad in "On The Go with AAA" (May or June) | enews: Florida + print: National | | | $7,500 | $7,500 | | | $15,000 | $15,000.00 |
| Expedia | TravelAds | Primary + Secondary Markets | | | $12,000 | $12,000 | $12,000 | $12,000 | $48,000 | $48,000.00 |
| Meta | Marion County A250 Event Specific Ads | | | | $18,000 | $18,000 | $4,000 | | $40,000 | $40,000.00 |
| Google | Paid Search + PMax | | | | $2,000 | $2,000 | $1,000 | | $5,000 | $5,000.00 |
| Visit FL Co-op | Amazon Streaming TV (Standard Package) | National (excluding FL) | | | $11,250 | $11,250 | $11,250 | $11,250 | $45,000 | $45,000.00 |
| Visit FL Co-op | TripAdvisor: Display and Native | National (excluding FL) | | | $7,500 | $7,500 | $7,500 | $7,500 | $30,000 | $30,000.00 |
| Visit FL Co-op | dOOH | ATLANTA | | | $7,500 | $7,500 | $7,500 | $7,500 | $30,000 | $30,000.00 |
| Destination Marketing Media Activation | Satellite Media Tour, Media FAM | | | | $25,000 | | | | $25,000 | $25,000.00 |
| EJ Nieves | Content Creator *approved by TDC on 2/26 | | $10,500 | $10,500 | $10,500 | $10,500 | $10,500 | | $52,500 | $52,500 |
| | | **Media Subtotal** | $10,500 | $10,500 | $151,250 | $76,250 | $53,750 | $38,250 | $340,500 | $340,500 |
| | | *Ad Serving Fees (~3% of display media)* | $0 | $0 | $0 | $0 | $0 | $0 | $0 | |
| | | *Retainer Fee (11%)* | $1,155 | $1,155 | $8,786 | $8,786 | $8,786 | $8,786 | $37,455 | |
| | | **Media TOTAL** | $11,655 | $11,655 | $160,036 | $85,036 | $62,536 | $47,036 | $377,955 | |

Ocala/Marion County, FL

# America 250 Media Strategy + Overview

Miles Partnership

March 26, 2026

# With You

**Ileana Frascone**
*Vice President*

**Elodie Badoual**
*Account Director*

**Hayley Radich**
*Account Supervisor*

**Andi Baum**
*Media Planner*

# Campaign Overview

**Purpose:** To celebrate America's 250th anniversary by positioning Ocala/Marion County as a premier Florida travel destination for patriotic celebration, during the shoulder season of late spring, summer and leading into fall to generate community pride and economic impact.

- **Timing:** March 2026 - July 2026 (content creator*)
  May 2026 - August 2026 (full plan)
- **Audience:**
  - **Primary:** Leisure travelers ages 25–64, especially families, couples, and multigenerational road-trippers seeking affordable, outdoorsy escapes.
  - **Secondary:** History buffs, equestrian enthusiasts, empty-nesters, nature enthusiasts and regional travelers exploring America 250 heritage routes and national park/monument stops.



* approved by TDC on 2/26

**STRATEGIC FOCUS**

## Campaign Theme:

» Celebrate, Explore, Remember — America 250 in Ocala/Marion County

## Core Strategies:

» Destination awareness and amplification
» Telling the story of Ocala/Marion County, an all-American destination
» Unified messaging across all touchpoints
» Integration of local events, dining, things to do, and places to stay
» Driving economic impact
» Encouraging return visitation

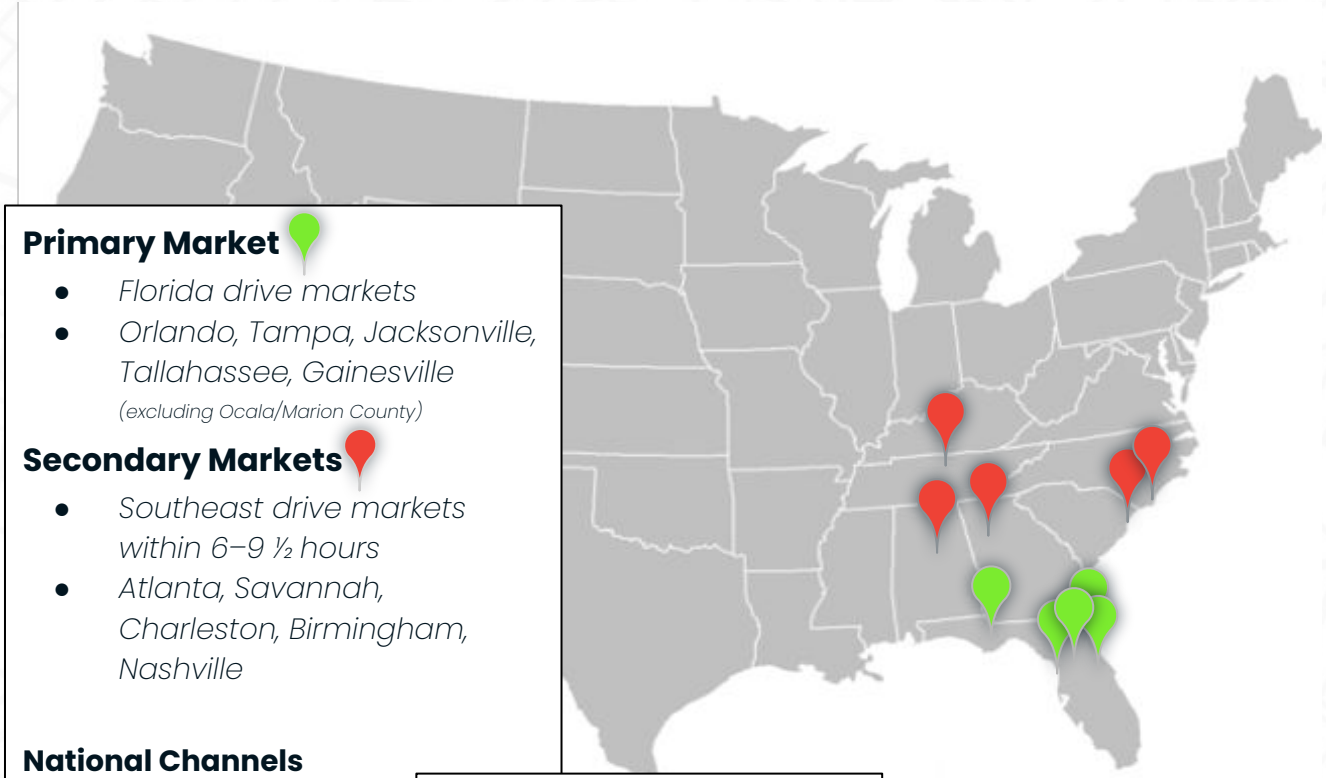
# Measurement & ROI Framework

What success looks like:

- **Awareness KPIs:** Impressions, Reach, Video Completion Rate
- **Engagement KPIs:** CTR (Click-through Rate), Content Interaction, Landing Page Visits
- **Conversion KPIs:** Bookings, Arrivalist lift, Spendlift, OTA (Online Travel Agency) Referrals
- **Advocacy KPIs:** Social Sharing, Earned PR Pickup, Partner Participation

*All partners will provide post-campaign reports, with Miles consolidating monthly performance insights to track ROI.*

# Geographic Focus



**Primary Market**

- *Florida drive markets*
- *Orlando, Tampa, Jacksonville, Tallahassee, Gainesville*
  *(excluding Ocala/Marion County)*

**Secondary Markets**

- *Southeast drive markets within 6–9 ½ hours*
- *Atlanta, Savannah, Charleston, Birmingham, Nashville*

**National Channels**

- *VF co-ops*
- *AAA On the Go*

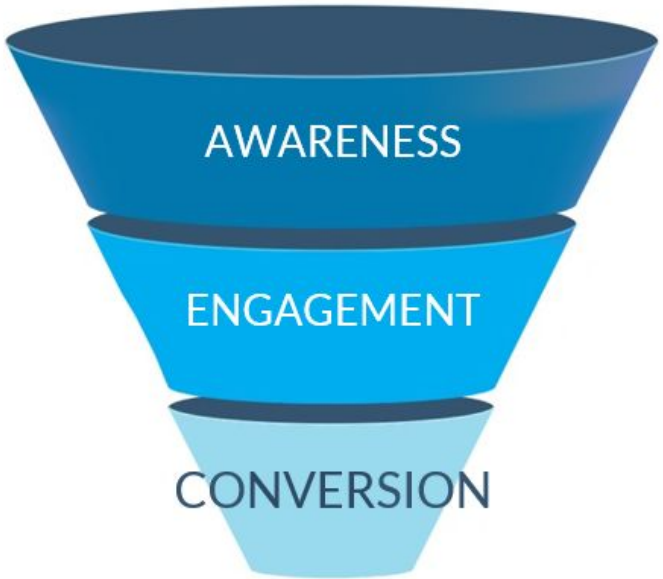
Layer in contextual targeting for "road trip," "family travel," "Florida vacations," and "America 250"

America 250

# Paid Media Strategy

703

# Integrated Media Funnel

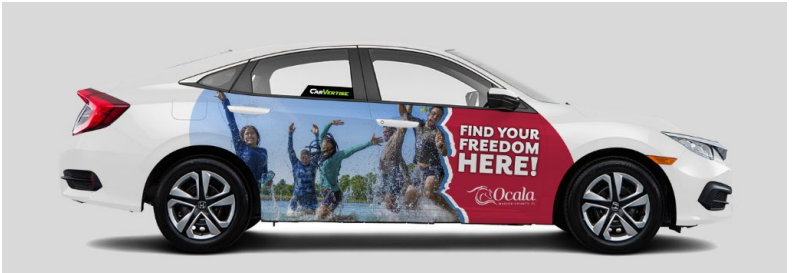



| Primary Channels | Objectives |
| --- | --- |
| OOH, CTV, PR | Build reach + visibility |
| Display, eblast, Social | Encourage interaction + site traffic |
| OTA, Search | Drive bookings + measurable ROI |

## Carvertise

**Approach:**

- Deploy a fleet of **13 wrapped rideshare vehicles** over 12 weeks, featuring bold, patriotic “Road to Ocala” creative
- Activate **6 high-impact swarms** (4 cars each) aligned with major **Tampa** events to maximize visibility and engagement
- Integrate QR codes linking directly to the America 250 landing page to drive measurable engagement
- Extend reach through digital retargeting (14M+ impressions) to reinforce messaging
- **Flight:** May - July




**Amount:** $50,000

# AAA

**Approach:**

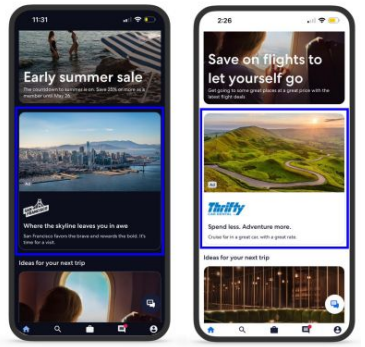
- Partner with **AAA Travel Media** to reach highly engaged regional travelers across trusted AAA platforms
- Leverage a **Florida-targeted eNewsletter** (1M distribution) to drive awareness during peak summer planning
- Extend impact with a full page **On the Go digital publication** (3.2M members), including a 400-word story and sponsored event feature to deepen engagement
- Highlight "Road Trip to History" and America 250 messaging, positioning Ocala/Marion County as an easy, family-friendly getaway
- Encourage trip planning through itinerary driven storytelling and drive market accessibility
- **Flight:** May or June

**Amount:** $15,000

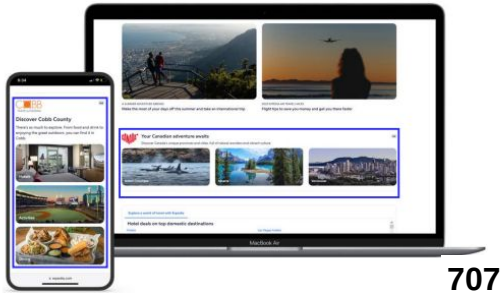
# Expedia

**Approach:**

- Activate across **Expedia Group** to reach high-intent travelers actively planning trips and redirect consideration to Ocala/Marion County
- Implement **competitive conquesting** within searches for nearby destinations (e.g., Orlando, Tampa, Gainesville) to capture in-market demand
- Leverage high-impact placements including Homepage Marquee, Partner Gallery, and listings across **Expedia and Vrbo** to maintain visibility throughout the booking journey
- Target travelers using a combination of IP-based geo targeting and search intent signals, including **Florida drive markets and key Southeast feeder cities (e.g., Atlanta, Nashville, Charleston)**
- Align targeting to family travelers and history/cultural travel themes to support America 250 messaging
- Maximize investment through a $20K added value match, increasing overall scale and efficiency
- **Flight:** May - August




Marquee



Partner Gallery

**Amount:** $48,000

## Social

**Approach:**

- **Targeted social campaign promoting Fourth of July events, with creative tailored by location, interests, and behaviors to reinforce the "Celebrate, Explore, Remember" theme.**
    - Independence Day Fireworks Celebrations at:
        - Wrigley Fields
        - Ocala/Marion County Veterans Memorial Park
        - Dunnellon High School
        - Belleview Sportsplex
    - Patriotic Parade
- Use carousel and single-image ads to drive site traffic and trip planning, paired with video formats (vertical and horizontal) that immerse audiences in America 250 visuals—fireworks, outdoor adventure, and local events.
- Implement retargeting to re-engage warm audiences already interacting with site and social content, converting awareness into visitation intent.
- **Flight:** May - July

**Amount:** $40,000

**Platforms:**

- Facebook
- Instagram

# Search

**Approach**:

- Maintain a strong **always-on SEM presence** with Performance Max and Demand Gen campaigns optimized around America 250 keywords and event content.
- **Target high-intent users** searching for travel in Florida's drive markets directing them to campaign landing pages that feature itineraries, events, and partner offers.
- Integrate campaign creative and copy tied to the "Road Trip to History" theme to connect search intent with the larger America 250 story.
- Align creative to America 250 and "Road Trip to History," reinforcing Ocala/Marion County as an accessible, experience-rich destination
- Maximize impact through a 25% Visit Florida co-op match, increasing media efficiency and overall reach
- **Flight:** May - July

**Amount:** $5,000

# Visit Florida Co-op: DOOH

IN PARTNERSHIP WITH VISIT FLORIDA

## Approach:

- Leverage **Digital Out-of-Home** to build high-impact awareness in key feeder markets and drive consideration for Ocala/Marion County
- Activate across premium placements including billboards, transit, and pedestrian environments to reach travelers in high-traffic moments
- Utilize programmatic targeting to align placements with travel, lifestyle, and cultural environments that index with target audience
- Position Ocala/Marion County as an easy, drive-market getaway from **Atlanta**, driving consideration and trip planning
- Align creative to America 250 and "Road Trip to History," highlighting accessible, family-friendly experiences
- Maximize impact through a 25% Visit Florida co-op match, increasing media efficiency and overall reach
- **Flight:** May - August

**Amount:** $30,000

# Visit Florida Co-op: Amazon Streaming TV (standard package)

IN PARTNERSHIP WITH VISIT FLORIDA

**Approach:**

- Leverage **Amazon Streaming TV** to reach high-intent travel audiences through premium, full-screen video environments
- Activate across **Prime Video, Freevee, and live sports/news** inventory to deliver broad, high-impact awareness
- Target travel intenders **nationwide (excluding Florida)** using Amazon's first-party data to reach users based on behaviors, interests, and purchase signals around Arts & Culture, Culinary, Outdoors & Nature and Sports
- Align creative to America 250 and "Road Trip to History," using sight, sound, and motion to inspire visitation
- Maximize efficiency through a 25% Visit Florida co-op match, extending reach and overall impact
- **Flight:** May - August

**Amount:** $45,000

# Visit Florida Co-op: TripAdvisor - Display and Native

**Approach:**

- Partner with **Tripadvisor** through the **Visit Florida co-op** to reach high-intent travelers actively researching and planning trips
- Leverage display and native placements to stay present throughout the consideration phase and influence destination selection
- Target travel intenders **nationwide (excluding Florida)** and in-market users researching Florida and competitive destinations to redirect demand to Ocala/Marion County
- Align creative to America 250 and "Road Trip to History", highlighting cultural attractions, events, and nearby experiences
- Utilize Visit Florida first-party data and co-op efficiencies to maximize reach and cost efficiency
- Maximize impact through a 25% co-op match from Visit Florida, increasing overall media value and efficiency
- **Flight:** May - August

**Amount:** $30,000

IN PARTNERSHIP WITH VISIT FLORIDA

Tripadvisor

## Destination Marketing Media Activation

**Approach:**

- **Bring the story to the media**:
  - Coordinate an America 250 **Satellite Media Tour (SMT) in early summer** to generate buzz and boost media coverage and drive traveler intent across Florida and key Southeast drive markets. VCB spokesperson will conduct interviews with multiple media outlets back-to-back to promote Ocala/Marion County as an All-American destination. This effort will leverage both earned and owned channels to maximize reach and awareness.
- **Bring the media to the destination**
  - **Host a media FAM trip in mid to late summer** to keep the momentum and bolster the off-season. 4-6 regional journalists will experience Ocala/Marion County's patriotism, heritage, equine culture and outdoor adventures to develop stories showcasing these experiences. The goal is to generate rich, lasting content that inspires travel.

- **Flight:** May - August

**Amount:** $25,000

## Content Creator

**Approach:**

- Collaborate with local content creator EJ Nieves to tell the story of Ocala/Marion County as an All-American destination leading up to the America 250 celebration through the lens of local businesses and
- 6-10 posts per week on Facebook and Instagram
- **Flight:** March - July

**Amount:** $52,500

*Approved by TDC on 2/26

# Flowchart

## Ocala/Marion County, FL
## America 250 Media Plan

Campaign Dates: 4/21-8/31

*updated 3.24.26*

| PARTNER | PLACEMENT | TARGETING | MAR | APR | MAY | JUN | JUL | AUG | TOTALS | Channel GOALS |
|---|---|---|---|---|---|---|---|---|---|---|
| Carvertise | Advanced Partial Wraps + Event SWARMS | TAMPA | | | $46,000 | | | | $46,000 | $50,000.00 |
| | Digital Retargeting | National | | | $4,000 | | | | $4,000 | |
| AAA | 1x eNewsletter (May or June) + 1x Full Pg ad in "On The Go with AAA" (May or June) | enews: Florida + print: National | | | $7,500 | $7,500 | | | $15,000 | $15,000.00 |
| Expedia | TravelAds | Primary + Secondary Markets | | | $12,000 | $12,000 | $12,000 | $12,000 | $48,000 | $48,000.00 |
| Meta | Marion County A250 Event Specific Ads | | | | $18,000 | $18,000 | $4,000 | | $40,000 | $40,000.00 |
| Google | Paid Search + PMax | | | | $2,000 | $2,000 | $1,000 | | $5,000 | $5,000.00 |
| Visit FL Co-op | Amazon Streaming TV (Standard Package) | National (excluding FL) | | | $11,250 | $11,250 | $11,250 | $11,250 | $45,000 | $45,000.00 |
| Visit FL Co-op | TripAdvisor: Display and Native | National (excluding FL) | | | $7,500 | $7,500 | $7,500 | $7,500 | $30,000 | $30,000.00 |
| Visit FL Co-op | dOOH | ATLANTA | | | $7,500 | $7,500 | $7,500 | $7,500 | $30,000 | $30,000.00 |
| Destination Marketing Media Activation | Satellite Media Tour, Media FAM | | | | $25,000 | | | | $25,000 | $25,000.00 |
| EJ Nieves | Content Creator *approved by TDC on 2/26 | | $10,500 | $10,500 | $10,500 | $10,500 | $10,500 | | $52,500 | $52,500 |
| | | **Media Subtotal** | $10,500 | $10,500 | $151,250 | $76,250 | $53,750 | $38,250 | **$340,500** | **$340,500** |
| | | *Ad Serving Fees (~3% of display media)* | $0 | $0 | $0 | $0 | $0 | $0 | **$0** | |
| | | *Retainer Fee (11%)* | $1,155 | $1,155 | $8,786 | $8,786 | $8,786 | $8,786 | **$37,455** | |
| | | **Media TOTAL** | $11,655 | $11,655 | $160,036 | $85,036 | $62,536 | $47,036 | **$377,955** | |

Q&A
716

miles
PARTNERSHIP

Ocala
MARION COUNTY, FL
BRAND TOOLKIT

# INTRODUCTION

# INTENT OF THE GUIDE

## THE VALUE OF THE OCALA/MARION COUNTY BRAND

Tourism is a key economic driver in Ocala/Marion County and our brand should best reflect what defines us.

Therefore, we will create a dynamic brand that allows us to cultivate new guests and inspire our current guests to continue visiting.

By building our community and visitors into brand loyalists, Ocala/Marion County will capitalize on the positive economic impact we have seen and will continue to see in the coming years.

This document supports these efforts by providing guidelines for how to use the Ocala/Marion County brand to:

- Create visitor and community brand loyalists to expand and retain tourism in the area
- Continue partnerships within the community
- Engage with local partners to enhance the community's brand
- Align with partners for how to use the Ocala/Marion brand properly within their own materials
- Enhance and create adoption of the Ocala/Marion County brand to continue tourism economic growth
- Optimize messaging to resonate with target audiences
- Outline integrated channel communication strategies to connect with audiences regularly and measure the impact of those efforts
- Maintain the integrity of the brand across all media vehicles

# USE OF THE GUIDE

This style guide should be used as a reference when creating any and all marketing materials for the Ocala/Marion County brand including, but not limited to:

- Marketing Materials and Collateral
- Website Updates
- Trade Show Graphics
- Promotions & Advertisements
- Business Cards
- Letterhead
- Training Materials & Manuals
- Presentations & Reports
- Partner/Grant Materials
- Photography/Videography
- Social Media Posts
- Strategic & Business Plans

Ocala/Marion County Visitors and Convention Bureau brand assets (inclusive of video and photography) are protected in this brand standards guide and under Copyright Law in order to protect brand identity and company trademarks.

Branded images will not be given to other parties for use (unless as part of approved advertising) in order to maintain brand integrity. Any requests must be made in writing to staff with clear distinction of the assets and the final intended use. Any assets that are given permission for use must credit the Ocala/Marion County Visitors and Convention Bureau, either in copy or displaying our logo.

# BRAND SYSTEM

## OBJECTIVE

Create an ownable, inspiring brand that resonates with audiences.

## DESIRED OUTCOME

Increase consideration for Ocala/Marion County as a place to get away and vacation.

### DEFINE THE OCALA/MARION COUNTY BRAND

A foundational brand narrative supported by a new brand campaign

- Brand Unique Selling Proposition (USP)
- Brand Platform
- Brand Tagline
- Target Audiences
- Brand Voice

### VISUAL IDENTITY

Impactful identity distinct to Ocala/Marion County

### WEBSITE

New site to reflect brand identity and serve key audiences:

- Potential Visitors
- Returning Visitors
- Meetings & Events Organizers
- Community Members
- Arts & Culture Decision Makers
- Media

### SUB-BRANDS & SEGMENTATION

Segment and reinforce brand messaging for each target audience

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# I. BRAND POSITIONING

# OUR BRAND

## KEY MESSAGING

Ocala/Marion County is unlike anything you've seen or imagined. "How did I not know about this?" sums up the wonder that first-time visitors experience in Ocala and surrounding communities like Dunnellon, Belleview, McIntosh and Reddick.

From its otherworldly natural springs to the compounds of World Equestrian Center and Florida Aquatics Swimming and Training to its vibrant restaurants, quaint shops, dynamic arts and culture, and historic sites, the destination takes you by surprise in the best of ways.

Internationally renowned among equestrians, cyclists, geologists, and even the world of classic cinematography, Ocala/Marion County still feels like a hidden gem to those who aren't already insiders. And yet, when you're here, you're never an outsider. The relaxed, genuine friendliness of the county's communities makes you feel welcome wherever you go.

## BRAND PROMISE

Ocala/Marion County exceeds expectations and fills visitors with awe.
Its charm, landscape, and natural wonders truly have to be seen to be believed.

## COMPETITIVE POSITIONING

From natural wonders and outdoor adventure to world class sporting facilities and culture, every mile of this destination surprises, delights, and welcomes you. It inspires awe in a way its competitors may promise but can't deliver.

## UNIQUE SELLING PROPOSITION (USP)

To discover Ocala/Marion County is to discover an unexpected Florida.

# II. VISUAL IDENTITY GUIDELINES

# OUR LOGO

## PRIMARY LOGO

This modern evolution of the current logo transitions it to a bolder, more distinctive look. The horse's mane suggests rolling hills and crystal water. The destination's key features are seamlessly updated in a single cohesive mark.

The Ocala/Marion County logo was designed to offer quick recognition and a positive impact. It consists of a logotype and symbol – both of which are integral elements that should not be altered in any way. The primary logo features a horizontal orientation to be used whenever possible.

# OUR LOGO

## SECONDARY LOGO

The secondary logo features a vertical orientation to be used whenever horizontal space is limited.

# OUR LOGO

## URL LOGO

When paired with the website URL, please use the logos as shown below.

PRIMARY

SECONDARY

# TAGLINE

The tagline evokes Ocala/Marion County's spirit of adventure and discovery in the great outdoors as well as its approachable personality. It resonates with the logo while expanding its message beyond the equine community.

When paired with the tagline, the logo should be used as shown below.

PRIMARY

SECONDARY

# SUB-BRANDS

## VISITORS AND CONVENTION BUREAU

The following are the official Ocala/Marion County Visitors and Convention Bureau logos.

PRIMARY

SECONDARY

# SUB-BRANDS

## COUNTY SEAL

The following are the official Ocala/Marion County Visitors and Convention Bureau logos to be used with the Marion County seal.

# SUB-BRANDS

## SPORTS AND EVENTS

The following are the official Ocala/Marion County Sports and Events logos and are to be used when promoting Ocala/Marion County to sports event right holders and governing bodies.

PRIMARY

SECONDARY

# ICON

The horse icon may be used independently of the full logo as shown below in full color or white. Please only utilize the icon by itself when the full logo is already present within marketing materials, or in other suitable applications such as merchandise.

# MINIMUM SIZE

## PRIMARY LOGO

To maintain efficient communication, the primary logo should not be reproduced smaller than 1.5 inches in width. This applies to all primary logo variations.

1.5”

## SECONDARY LOGO

To maintain efficient communication, the secondary logo should not be reproduced smaller than 1 inch in width. This applies to all secondary logo variations.

1”

# CLEAR SPACE

To protect its brand integrity, the logo should always appear with an acceptable amount of surrounding clearance.

Use the height of the ‘a’ in ‘Ocala’ as a measuring benchmark for keeping the logo clear from other elements such as competing logos, images, or text on all sides. This clearance applies to all primary and secondary logo variations.

PRIMARY

SECONDARY

# DON'TS

## PLEASE DO NOT...

1. Do not skew the proportions or dimensions.
2. Do not change any part of the logo to an unapproved color.
3. The logo should be placed on a background that gives enough contrast between the logo and the background, and in these cases the logo should be white.
4. The logo's type and icon lockups must remain consistent in size to one another.
5. Effects may not be applied to the logo.
6. Neither the logo nor any parts of the logo elements may be rotated in any instance.

1.

2.

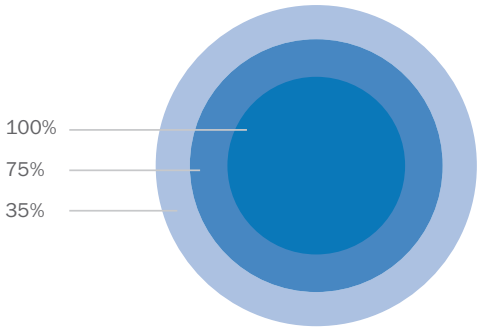
3.

4.

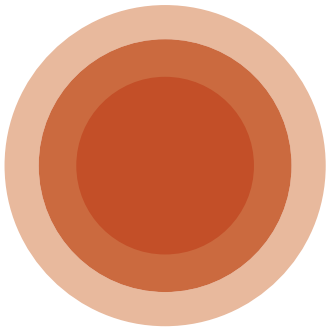
5.

6.

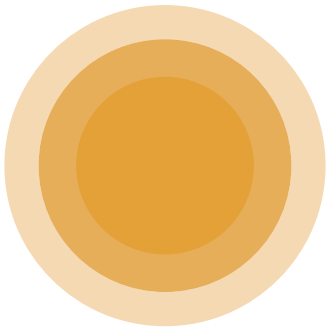
# COLOR



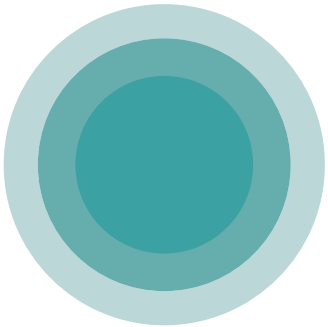

C: 87 M: 47 Y: 4 K: 0
R: 0 G: 120 B: 184
HEX#: 0078B8
PMS 7461 C



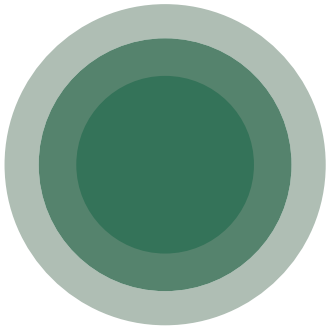
C: 18 M: 81 Y: 100 K: 6
R: 194 G: 80 B: 40
HEX#: C25028
PMS 7580 C



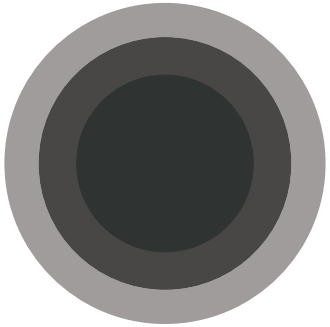
C: 10 M: 40 Y: 90 K: 0
R: 227 G: 160 B: 57
HEX#: E3A039
PMS 7563 C



C: 73 M: 18 Y: 38 K: 0
R: 62 G: 160 B: 162
HEX#: 3EA0A2
PMS 7472 C



C: 79 M: 30 Y: 70 K: 11
R: 57 G: 129 B: 101
HEX#: 398165
PMS 555 C



C: 70 M: 62 Y: 63 K: 59
R: 50 G: 51 B: 50
HEX#: 323332
PMS 426 C



738

# COLOR

Display the logo using the approved primary color palette whenever the mark is used on white or light backgrounds. When a one-color logo is needed, use the grayscale version. When the logo is used on a dark background, utilize the white version. Please use the CMYK version for 4-color printing, and the PMS version for spot color printing.

### FULL COLOR

### GRAYSCALE

### WHITE

# TYPOGRAPHY

Typographic styling is essential to the proper delivery of our message. Consistent typographic use across multiple platforms is imperative in order to communicate quickly and efficiently to our audience.

Ocala Marion/County brand fonts include the Abril Display and Mr Eaves San OT font families. Examples of usage are shown accordingly.

When using Mr Eaves San OT for display and headings, alternate character glyphs are available for use, such as the “R”. Ex: **R** vs **R**

In the instance that web fallback fonts are needed, please substitute Bodoni for Abril Display and Lucida Grande for Mr Eaves.

**Abril Display Bold**
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

***Abril Display Bold Italic***
*ABCDEFGHIJKLMNOPQRSTUVWXYZ*
*abcdefghijklmnopqrstuvwxyz*
*1234567890*

**Abril Display ExtraBold**
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

***Abril Display ExtraBold Italic***
*ABCDEFGHIJKLMNOPQRSTUVWXYZ*
*abcdefghijklmnopqrstuvwxyz*
*1234567890*

**Mr Eaves San OT Heavy**
**ABCDEFGHIJKLMNOPQRSTUVWXYZ**
**abcdefghijklmnopqrstuvwxyz**
**1234567890**

**Mr Eaves San OT Bold**
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

***Mr Eaves San OT Bold Italic***
*ABCDEFGHIJKLMNOPQRSTUVWXYZ*
*abcdefghijklmnopqrstuvwxyz*
*1234567890*

Mr Eaves San OT Regular
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

*Mr Eaves San OT Regular Italic*
*ABCDEFGHIJKLMNOPQRSTUVWXYZ*
*abcdefghijklmnopqrstuvwxyz*
*1234567890*

*more weights available

# HEADING 1
## Abril Display Bold

# Heading 2
## Abril Display Bold

## HEADING 3
### Mr Eaves San OT Heavy

### HEADING 4
#### Mr Eaves San OT Bold

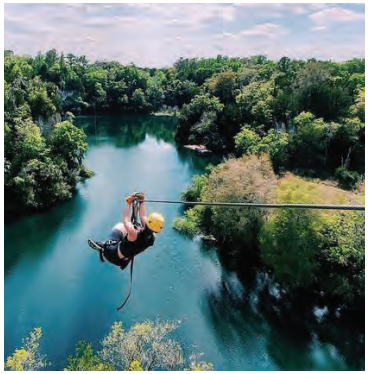
Body Copy
Mr Eaves San OT Regular

# Sample Heading
## SAMPLE SUBHEADING

This is a sample body paragraph. Natata dolore, que nobis est est rem et volut volumquam volorum sequo to que occulpa riorumq uiatio dolut quid maiore nus inihictem reium nonsequam reperferem lit lautest iusant autemque comnimi ligenit la exere, cus.

# IMAGERY STYLE

When using imagery in marketing materials, images should showcase Ocala/Marion County's natural beauty and attractions. Use inviting, colorful images focusing on nature, adventure, art, and community to best adhere to the brand look and feel.



# III. BRAND APPLICATIONS

## WEBSITE (SAMPLE)

# SOCIAL MEDIA PAGE (SAMPLE)

# MERCHANDISE (SAMPLE)

Please note that staff may need to approve/work with vendors on alternate artwork based on available imprint sizes

# BUSINESS CARD (SAMPLE)

# IV. LOGO GUIDELINES FOR APPROVED OUTSIDE USES

(I.E. FUNDING RECIPIENTS, ETC.)

# LOGO GUIDELINES FOR APPROVED OUTSIDE USES

## (I.E. FUNDING RECIPIENTS, ETC.)

It is important to use the identity in a consistent manner across all applications to establish and reinforce the Ocala/Marion County brand. The logos show to the right should be used on all materials known and unknown in print, web, broadcast, display and digital applications. Please use the primary horizontal version whenever possible, and utilize the secondary vertical when horizontal space is limited.

### CLEARANCE

To protect its brand integrity, the logo should always appear with an acceptable amount of surrounding clearance.Use the height of the 'a' in 'Ocala' as a measuring benchmark for keeping the logo clear from other elements such as competing logos, images or text on all sides. This clearance applies to all primary and secondary logo variations.

### SIZING

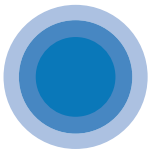
To maintain efficient communication, the primary logo should not be reproduced smaller than 1.5 inches in width. This applies to all primary logo variations. The secondary logo should not be reproduced smaller than 1 inch in width. This applies to all secondary logo variations.

1.5”

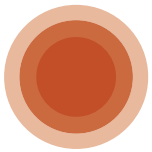
1”

### COLORS

The brand colors used in the logo are outlined to the right. The top swash of the icon and the secondary type utilize a 75% tint of the primary blue. No variations to brand colors in the logo will be acceptable.



C: 87 M: 47 Y: 4 K: 0
R: 0 G: 120 B: 184
HEX#: 0078B8
PMS 7461 C



C: 18 M: 81 Y: 100 K: 6
R: 194 G: 80 B: 40
HEX#: C25028
PMS 7580 C

### FILE FORMATS

For print materials, use the EPS file format. For web or mobile devices, use a JPEG or PNG. Alternate file formats are available upon request.

# V. MARKETING BY KEY AUDIENCE

# IDENTIFYING TARGET AUDIENCES

Ocala/Marion County has a variety of key audiences and each has a distinctive set of interests, priorities and KPIs. Ocala/Marion County recognizes and celebrates its position as the Horse Capital of the World® and as such the equestrian industry influences and is considered in the audiences outlined below. An audience-first mindset creates the most compelling and effective strategies that move each specific group to action.

### LEISURE TRAVELERS

Potential and returning visitors who view Ocala/Marion County as a getaway and escape for themselves and their families.

### SPORTS EVENTS

Organizers, coaches, players, and attendees of sporting events from equestrian competitions to swim meets and tournaments who appreciate the location and the facilities in Ocala/Marion County.

### MEETINGS & EVENTS

Organizers, speakers, and attendees of meetings and events who appreciate the location, food, activities, and amenities Ocala/Marion County provides while in attendance.

### MEDIA RELATIONS

Traditional and digital media representatives, bloggers, and influencers who want to have a one-of-a-kind experience in Ocala/Marion County that they can tell their viewers or followers about.

### ARTS & CULTURE

Organizers, performers, patrons, and attendees who appreciate the artist events and culture celebrations that Ocala/Marion County offers.

### TOURISM ECONOMIC GROWTH

Provide tools that can potentially assist future business owners, stakeholders and influencers in the equestrian industry and beyond who are searching for a destination to move or build their company.

# IMPLEMENTATION PLAN

### OBJECTIVE

Create defined communications strategies and channels for each target audience.

### TACTIC

Develop and implement messaging and channel matrixes for each target audience allowing them to be reached across each point of their decision journey.

### DESIRED OUTCOME

Build brand awareness and consideration for Ocala/Marion County, ultimately driving tourism.

| TARGET AUDIENCE | | | | |
|---|---|---|---|---|
| | AWARENESS | CONSIDERATION | DECISION | LOYALTY |
| MESSAGING | Defines messaging targeted to each audience based on where they are in their journey with and awareness of Ocala/Marion County. | | | |
| CHANNELS | Defines the methods and tactics that can be used to reach this audience with each message. | | | |
| KPIs | Defines how success at each stage of the journey will be measured. | | | |

Ocala
MARION COUNTY, FL