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, Chairman
District 3 – Matt McClain, Commissioner
District 4 – Carl Zalak, III, Vice-Chair
District 5 – Michelle Stone, Commissioner

Tuesday, November 4, 2025 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 Monday before the third Tuesday of the month at 1:30 p.m. Should additional time be needed, the zoning portion will continue on the following Tuesday at 2:00 p.m.

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.

*** ELECT NEW CHAIR AND VICE CHAIR ***

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

1. PROCLAMATIONS AND PRESENTATIONS:

1.1. PROCLAMATION - Lung Cancer Awareness Month - Lisa McGuire, Director of Oncology, HCA Florida Ocala (Approval and Presentation)

1.2. PROCLAMATION - Veterans Appreciation Month - Daisy Diaz, Director, Marion County Veterans Services (Approval and Presentation)

1.3. PROCLAMATION - Look Up Marion, Put Down the Phone Day - Beth McCall, Executive Director, Marion County Children's Alliance (Approval and Presentation)

1.4. PROCLAMATION - Family Caregivers Appreciation Month - Leah Taylor, Advocate, Founder, and Co-Leader of Meadowbrook Church Caregivers (Approval and Presentation)

1.5. PRESENTATION - Roy F. Kenzie Award from Florida Redevelopment Association to the Marion County Community Redevelopment Agency - Planning Studies for Large City/Community Category - Chuck Varadin, Growth Services Director (Presentation Only)

1.6. PRESENTATION - Parks & Recreation Carnival Update - Jim Couillard, Parks & Recreation Director (Presentation Only)

1.7. PROCLAMATION - Veterans Treatment Court Month (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. June 3, 2025

3.2. June 4, 2025

3.3. June 9, 2025

4. CONSTITUTIONAL OFFICERS AND GOVERNMENTAL OR OUTSIDE AGENCIES:

4.1. Billy Woods, Sheriff - Request Approval of the Annual Federal Equitable Sharing Agreement and Certification

4.2. Billy Woods, Sheriff - Letter of Funding Request Regarding FY 2024-25 Unexpended Funds Returned to the Board of County Commissioners

5. CLERK OF THE CIRCUIT COURT:

5.1. Budget Amendment

5.1.1. Criminal Justice Court Costs Fund - Multiple Departments - $59,257

5.1.2. Fire, Rescue and EMS Fund - Fire Rescue Services - $86,589

5.1.3. General Fund - Community Services - $22,413

5.1.4. General Fund - Information Technology - $150,000

5.1.5. General Fund - Parks and Recreation - $141,334

5.1.6. General Fund - Procurement Services - $50,136

5.1.7. General Fund - Veterans Services - $12,000

5.1.8. Marion County Utility Fund - Utilities Water System - $317,865

5.1.9. Multiple Funds - Sheriff Grant Reappropriation - $334,522

5.1.10. Multiple Funds - Sheriff's Office Multiple Cost Centers - $115,548

5.1.11. Multiple Funds - Sheriff's Office Multiple Cost Centers - $673,402

5.1.12. MSTU for Law Enforcement - Sheriff High Intensity Drug Trafficking Areas Grant - $81,770

5.1.13. Solid Waste Disposal Fund - Solid Waste Disposal - $30,000

5.1.14. Solid Waste Disposal Fund - Solid Waste Disposal - $200,000

5.1.15. State House Initiative Partner Fund - SHIP - $16,610

5.2. Clerk of the Court Items

5.2.1. Request Approval to Proceed with the Annual Contract with MAXIMUS to Perform Cost Allocation Study for the Fiscal Year 2026-27 Budget

5.2.2. Present the Acquisition or Disposition of Property Forms Authorizing Changes in Status, as Follows: 039704 and 53598

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 Revisions to the Marion County Land Development Code (LDC) Amendments to Review and Update Article 1, Division 2, Definitions

6.2. PUBLIC HEARING to Consider Revisions to the Marion County Land Development Code (LDC) Amendments to Review and Update Article 4 Zoning, Division 4 - Advertising Signs

6.3. PUBLIC HEARING to Consider Revisions to the Marion County Land Development Code (LDC) Amendments to Review and Update Section 4.2.2 General Requirements for all Agricultural Classifications

6.4. PUBLIC HEARING to Consider an Ordinance Creating Chapter 5, Boats, Docks and Waterways, Article VI Silver Glen Springs and Silver Glen Run Providing for a Noise Sensitive Zone, Penalties and Enforcement

6.5. PUBLIC HEARING to Consider an Application for a Solid Waste Commercial and Residential Collection Service Franchise - Waste Connections of Florida, Inc.

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. Fire Rescue:

7.1.1. Request Approval of the Drone Replacement Program Financial Assistance Agreement between Florida Department of Law Enforcement and Marion County Fire Rescue (Budget Impact - Neutral; grant reimbursement of $75,000)

7.2. Human Resources:

7.2.1. Request Approval of the Resolution for the Revision of the Employee Handbook (Budget Impact - None)

7.3. Library Services:

7.3.1. Request Approval of Marion County Public Library System Annual Plan of Service Fiscal Year 2025-26 (Budget Impact - Neutral; grant revenue of approximately $100,000)

7.4. Parks & Recreation:

7.4.1. Request Approval of Memorandum of Understanding Between the City of Belleview and Marion County for Repairs and Improvements to Lighting System at Belleview Sportsplex (Budget Impact - Neutral; contribution from City of Belleview of $316,599)

7.5. Procurement Services:

7.5.1. Request Approval of Bid Award: 25B-124 E/S Hwy 25 - C. W. Roberts Contracting, Inc. Ocala, FL (Budget Impact - Neutral; expenditure of $2,346,377)

7.5.2. Request Approval of Bid Award: 25B-148 SW 80th Avenue Segment 1 Phases 1A & 1B - C. W. Roberts Contracting, Inc. Ocala, FL (Budget Impact - Neutral; expenditure of $38,639,647)

7.5.3. Request Approval of Bid Award: 25B-152 NW 80th Avenue and W Hwy 40 Intersection Improvement Project - Commercial Industrial Corp. Ocala, FL (Budget Impact - Neutral; expenditure of $11,184,942)

7.5.4. Request Approval of Bid Award: 25B-165 NE 7th Avenue and NW/NE 42nd Street Resurfacing Project - Anderson Columbia Co., Inc. Ocala, FL (Budget Impact - Neutral; expenditure of $976,322)

7.5.5. Request Approval of Change Order 1 to Purchase Order 2500981: 23Q-087-TO-33 - Comprehensive Plan Amendments - Kimley-Horn and Associates, Inc., Ocala, FL (Budget Impact - Neutral; additional expenditure of $23,975)

7.5.6. Request Approval of Contract: 26C-018 EUNA Capital Planning Budget Software - EUNA Solutions, Inc., Sandy Springs, GA (Budget Impact - Neutral; expenditure of $131,038)

7.5.7. Request Approval of Contract Amendment: 25P-014-CA-01 Solid Waste Alternative Waste Management Methods - Friends Recycling, LLC, Ocala, FL (Budget Impact - Neutral; estimated expenditure of $50,000)

7.5.8. Request Approval of Contract Amendment (Renewal): 21Q-219-CA-02 Electrical Trades Contract Services - Chuck's Stokes Electric of Central Fla Inc., Ocala, FL (Budget Impact - None)

7.5.9. Request Approval of Contract Amendment (Renewal): 22B-187 Landscape and Irrigation Maintenance - ABM Industry Groups, LLC, The Villages, FL (Budget Impact - Neutral; expenditure of $119,892)

7.5.10. Request Approval of Purchase Order to Galls, LLC for Uniforms through Sourcewell Contract 011124-GAL (Budget Impact - Neutral; estimated expenditure of $205,000)

7.5.11. Request Approval of Task Order: 22Q-228-TO-15 Geotechnical Services for SW 80th Avenue - Segment 1 - ECS Florida, LLC, Chantilly, VA (Budget Impact - Neutral; expenditure of $200,000)

7.5.12. Request Approval of Task Order: 23Q-096-TO-01 Engineering and Design Services - Baseline Landfill Expansion Phase 1 and 2 - Jones Edmunds & Associates, Inc. Gainesville, FL (Budget Impact - expenditure of $4,831,784)

7.5.13. Request Approval of Selection Committee Recommendation: 25Q-153 Building Safety Plan Review and Inspection Services - CAP Government, Inc., Coral Gables, FL (Budget Impact - None)

7.5.14. Requested Approval of Purchases $50,000 and Over

7.6. Solid Waste:

7.6.1. Request Approval of Resolution Amending Fees for Annual Non-Assessed Permits and Providing Fee Reductions for Yard Waste Disposal for County Departments (Budget Impact - Estimated Revenue Decrease of $62,000)

7.7. Tourist Development:

7.7.1. Request Approval of Tourist Development Council Request for Room Night Generating Event - AHAF Holiday Festival Arabian Horse Show Hosted by Arabian Horse Association of Florida, Inc. (Budget Impact - Neutral; expenditure of up to $3,500)

7.7.2. Request Approval of Tourist Development Council Funding Request for Marketing Assistance Funding Program Reimbursement for City of Ocala, For Benefit of, Ocala Recreation & Parks (Budget Impact - Neutral; expenditure of $5,000)

7.7.3. Request Approval of Tourist Development Council Funding Request for Marketing Assistance Funding Program Reimbursement for Adventure Ocala, LLC DBA Naventure - Ocala. (Budget Impact - Neutral; expenditure of $5,000)

7.7.4. Request Approval of Tourist Development Council Request for Room Night Generating Event - Winter Series Week #1 - National Show by Arena Horse Shows of Ocala, LLC (Budget Impact - Neutral; expenditure of up to $7,380)

7.7.5. Request Approval of Tourist Development Council Request for Room Night Generating Event - Winter Series Week #2 - National Show & FEI by Arena Horse Shows of Ocala, LLC (Budget Impact - Neutral; expenditure of up to $5,760)

7.7.6. Request Approval of Tourist Development Council Request for Room Night Generating Event - Winter Series Week #3 - National Show & FEI by Arena Horse Shows of Ocala, LLC (Budget Impact - Neutral; expenditure of up to $7,755)

7.7.7. Request Approval of Tourist Development Council Request for Room Night Generating Event - Winter Series Week #4 - National Show & FEI by Arena Horse Shows of Ocala, LLC (Budget Impact - Neutral; expenditure of up to $7,405)

7.7.8. Request Approval of Tourist Development Council Request for Room Night Generating Event - Winter Series Week #5 - National Show & FEI by Arena Horse Shows of Ocala, LLC (Budget Impact - Neutral; expenditure of up to $8,345)

7.7.9. Request Approval of Tourist Development Council Request for Room Night Generating Event - Winter Series Week #6 - National Show & FEI by Arena Horse Shows of Ocala, LLC (Budget Impact - Neutral; expenditure of up to $10,000)

7.7.10. Request Approval of Tourist Development Council Request for Room Night Generating Event - Winter Series Week #7 - National Show & FEI World Cup Qualifier by Arena Horse Shows of Ocala, LLC (Budget Impact - Neutral; expenditure of up to $10,000)

7.7.11. Request Approval of Tourist Development Council Request for Room Night Generating Event - Winter Series Week #8 - National Show & FEI by Arena Horse Shows of Ocala, LLC (Budget Impact - Neutral; expenditure of up to $10,000)

7.7.12. Request Approval of Tourist Development Council Request for Room Night Generating Event - Winter Series Week #9 - National Show & FEI by Arena Horse Shows of Ocala, LLC (Budget Impact - Neutral; expenditure of up to $8,370)

7.7.13. Request Approval of Tourist Development Council Request for Room Night Generating Event - Winter Series Week #10 - National Show & FEI by Arena Horse Shows of Ocala, LLC (Budget Impact - Neutral; expenditure of up to $10,000)

7.7.14. Request Approval of Tourist Development Council Request for Room Night Generating Event - Winter Series Week #11 - National Show by Arena Horse Shows of Ocala, LLC (Budget Impact - Neutral; expenditure of up to $10,000)

7.7.15. Request Approval of Tourist Development Council Request for Room Night Generating Event - Winter Series Week #12 - National Show & Longines League of Nations by Arena Horse Shows of Ocala, LLC (Budget Impact - Neutral; expenditure of up to $10,000)

7.8. Transportation - County Engineer:

7.8.1. Request Approval of a Purchase Agreement Associated with the SW 80th Street Road Improvement Project for Parcel 3545-001-003 (Budget Impact - Neutral; Expenditure of $237,000)

7.9. Utilities:

7.9.1. Request Approval of Water Main Extension Connection Agreement WME-126-S Between Ramiro Jaramillo and Marion County (Budget Impact - Neutral; expenditure of $117,220)

7.9.2. Request Approval of Water Main Extension Connection Agreement WME-111-S Between RC Home Sale LLC and Marion County (Budget Impact - Neutral; expenditure of $44,113)

8. COUNTY ATTORNEY:

8.1. Request Board Approval for Transfer and Assignment of Waste Hauler Franchise from Florida Express Environmental, LLC, to Waste Connections of Florida, Inc.

9. COUNTY ADMINISTRATOR:

9.1. Request Approval of the 2026 Schedule of Regular Meetings of the Board of County Commissioners

10. COMMITTEE ITEMS: NONE

11. NOTATION FOR ACTION:

11.1. Request Approval to Schedule a Workshop to Discuss Workforce Housing Initiative on Monday, November 17, 2025 at 10:00 a.m. in the McPherson Governmental Campus Auditorium

11.2. Request Approval to Schedule a Workshop to Discuss Southwest Regional Water Reclamation Facility on Tuesday, December 2, 2025, at 2:00 p.m. in the McPherson Governmental Campus Auditorium

11.3. Request Approval to Schedule and Advertise a Workshop to Discuss Fire Station Prototypes on Wednesday, December 10, 2025, at 1:30 p.m., in the McPherson Governmental Campus Auditorium

11.4. Request Approval to Reschedule and Advertise a Public Hearing to Consider the Adoption of a Resolution for Heather Island Market Center Municipal Service Benefit Unit (MSBU) for General Maintenance and Capital Improvements on Tuesday, December 16, 2025, at 10:00 a.m. or soon thereafter in the McPherson Governmental Campus Auditorium

11.5. Request Approval to Reschedule and Advertise a Public Hearing to Consider the Adoption of a Resolution for Maricamp Market Centre Replat Phase 1 and Phase 2 Municipal Service Benefit Unit (MSBU) for General Maintenance and Capital Improvements on Tuesday, December 16, 2025, at 10:00 a.m. or soon thereafter in the McPherson Governmental Campus Auditorium

11.6. Request Approval to Schedule and Advertise a Workshop to Discuss the Marion County Fleet Department and Department of Health in Belleview on Wednesday, December 17, 2025, at 1:30 p.m., in the McPherson Governmental Campus Auditorium

11.7. Request Approval to Schedule a Joint Planning Workshop with the Marion County School Board, Board of County Commissioners and Municipalities on Wednesday, April 1, 2026, at 9:00 a.m. in the Southeastern Livestock Pavilion Auditorium

11.8. Request Approval of Letters of Support for Transitions Life Center

11.9. Request Ratification of Letter in Opposition to Track Line, LLC Air Permit No. 0830196-001-AC

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

13.1.1. Request Approval of Renewal of Surety Bonds for Commissioners Bryant, Curry, McClain, Stone and Zalak

13.2. Commission Calendar

13.2.1. Present Commission Calendar

14. NOTATION FOR RECORD:

14.1. County Administrator Informational Items:

14.1.1. Present Monthly Building Safety Productivity Report for the Month of September 2025

14.1.2. Present Memorandum from County Administrator Regarding Approved Holiday Schedule for 2026 Dated November 5, 2025

14.1.3. Present Letter from the Southwest Florida Water Management District, Dated October 1, 2025, Regarding the Review of the Surface Water Improvement and Management Program Priority List

14.1.4. Present Notification of the Performance Evaluation and Merit Increase for the County Attorney

14.1.5. Present Solid Waste Monthly Operations Report for September 2025

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

14.3. Clerk of the Court:

14.3.1. Present Letter from Florida Department of Revenue - Rainbow Lakes Estates Truth in Millage Compliance

14.3.2. Present Letter from Florida Department of Revenue - County Maximum Millage Levy Calculation Final Disclosure Compliance

14.3.3. Present Letter from Florida Department of Revenue - County Truth in Millage Compliance

14.3.4. Present Report No. 2025-03 Revenue Control Review of Southeastern Livestock Pavilion

14.3.5. Present Letter Dated September 22, 2025, from Gregory C. Harrell, Clerk of Circuit Court, to Cord Byrd, Secretary of State, for Oath of Office for Armando Moran Jr., Member of the Marion County Industrial Development Authority

14.3.6. Present Letter From The Southwest Florida Water Management District, Dated September 26, 2025, Along With The Proposed 2026 Five-Year Water Resource Development Work Program

14.3.7. Present Administrative Budget Transfer Report for FY 2025-26

14.3.8. Present Memorandum From Gregory C. Harrell, Clerk Of The Circuit Court And Comptroller, Regarding The Filing Of Ordinances Corrected 24-38, 25-03 And 25-47 With the Secretary Of State's Office.

14.3.9. 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. Development Review Committee (DRC) -October 6 and October 13, 2025

14.4.2. Historical Commission - June 9, July 14, and August 11, 2025

14.4.3. Local Mitigation Strategy Steering Committee - February 21, and October 16, 2024 and June 25, 2025

14.4.4. License Review Board September 9, 2025

14.4.5. Tourist Development Council September 25, 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

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21038 **Agenda Date:** 11/4/2025 **Agenda No.:**

SUBJECT:
***** ELECT NEW CHAIR AND VICE CHAIR *****

INITIATOR:
Mounir Bouyounes, PE, County Administrator

DEPARTMENT:
Administration

DESCRIPTION/BACKGROUND:
The Chairman and Vice-Chair are elected each year and take the gavel the second meeting in November.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Elect new Chairman and Vice-Chair to take the gavel beginning the second meeting in November 2025.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20979 **Agenda Date:** 11/4/2025 **Agenda No.:** 1.1.

SUBJECT:
PROCLAMATION - Lung Cancer Awareness Month - Lisa McGuire, Director of Oncology, HCA Florida Ocala (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, in the United States, lung cancer is the second most common cancer in both men and women, is the leading cause of death from cancer, claimed the lives of 311 Marion County residents in 2022 and the county's lung cancer incidence and death rates are consistently higher than the state rate; and

WHEREAS, the only recommended screening test for lung cancer is low-dose computed tomography (LDCT), and it has been proven to significantly reduce lung cancer mortality in those at risk by up to 20%. This screening is recommended by the U.S. Preventative Services Task Force, and it is covered by Medicare; and

WHEREAS, Marion County residents can access high quality LDCT screenings for early detection of lung cancer at multiple locations throughout the county which include HCA Florida Ocala Imaging Center and Radiology Associates of Ocala. These centers provide Marion County residents with access to responsible screening care; and

WHEREAS, Florida screening utilization rates remain below the national average at 2.4%, but increased awareness of access to prevention and early detection can save lives; and

WHEREAS, national, state, and local organizations and coalitions, including the Cancer Alliance of Marion County, American Cancer Society, Marion County Medical Society, Robert Boissoneault Oncology Institute, HUG's, HCA Florida Ocala, AdventHealth Ocala, Radiology Associates of Ocala, Florida Department of Health Marion County, Tobacco Free Partnership of Marion County, Empath Hospice of Marion County, Heart of Florida Health Centers and Langley Health Services are collectively expanding awareness of this life saving screening test;

NOW THEREFORE, the Board of County Commissioners of Marion County, Florida, by virtue of the authority vested in us do hereby proclaim that **November, 2025** be known as

"LUNG CANCER AWARENESS MONTH"

DULY PROCLAIMED this **4th** day of **November**, **2025.**

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

_____
KATHY BRYANT, CHAIRMAN

_____
CARL ZALAK, III, VICE CHAIR

_____
MICHELLE STONE, COMMISSIONER

_____
CRAIG CURRY, COMMISSIONER

ATTEST:

_____
GREGORY C. HARRELL, CLERK

_____
MATT MCCLAIN, COMMISSIONER

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20977 **Agenda Date:** 11/4/2025 **Agenda No.:** 1.2.

SUBJECT:
PROCLAMATION - Veterans Appreciation Month - Daisy Diaz, Director, Marion County Veterans Services (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, throughout our Nation's history we have kept a special place of Honor for Veterans in our hearts; Veterans from all walks of life have answered this Country's call to duty; and

WHEREAS, they bravely stood as defenders of liberty and freedom; as a result of their courage and sacrifices our Country now stands as a beacon of sovereignty; and

WHEREAS, our veterans are brave and selfless individuals who, when duty called, willingly put themselves in harm's way to defend the lives and liberty of others, with abiding patriotism and devotion to the ideals on which the United States is founded; and

WHEREAS, our county is home to more than 45,000 veterans and their families, and

WHEREAS, in commemoration of their service, we express our deep appreciation for the duties they have discharged. Marion County wishes to recognize the contributions of our veterans for not just Veterans Day, but for the entire month of November;

NOW THEREFORE, the Board of County Commissioners of Marion County, Florida, by virtue of the authority vested in us do hereby proclaim the month of **November, 2025** as

"VETERANS APPRECIATION MONTH"

DULY PROCLAIMED this **4th** day of **November**, **2025**.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

_____
KATHY BRYANT, CHAIRMAN

_____
CARL ZALAK, III, VICE CHAIR

_____
MICHELLE STONE, COMMISSIONER

ATTEST:

_____
CRAIG CURRY, COMMISSIONER

_____
GREGORY C. HARRELL, CLERK

_____
MATT MCCLAIN, COMMISSIONER

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20976 **Agenda Date:** 11/4/2025 **Agenda No.:** 1.3.

SUBJECT:
PROCLAMATION - Look Up Marion, Put Down the Phone Day - Beth McCall, Executive Director, Marion County Children's Alliance (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 mission of the Marion County Children's Alliance is to improve the lives of Marion County's children; and

WHEREAS, the Children's Alliance was established in 2000 to bring organizations that serve children together to collaborate on children and youth issues in our community; and

WHEREAS, the Children's Alliance and its partnering agencies determined in 2025 that the mental health of our children and youth was being compromised due to excessive social media use and screen time; and

WHEREAS, research shows that children aged 8–18 spend an average of 7.5 hours per day in front of screens -not including time for schoolwork. While digital media can support learning and connection, excessive use is linked to poor sleep, obesity, delayed development of social and learning skills, academic struggles, behavior issues, and increased risk of online predators and cyberbullying;

NOW THEREFORE, the Board of County Commissioners of Marion County, Florida, by virtue of the authority vested in us do hereby proclaim that **November 15th, 2025,** be known as

"Look Up Marion, Put Down the Phone Day"

in Marion County, Florida, and encourage all residents to participate in Look Up Marion, Put Down the Phone Day by spending quality time with loved ones and friends. Let's take a stand for our kids, our health, and our community, one unplugged moment at a time.

DULY PROCLAIMED this **4th** day of **November 2025.**

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

_____
KATHY BRYANT, CHAIRMAN

_____
CARL ZALAK, III, VICE CHAIR

_____
MICHELLE STONE, COMMISSIONER

ATTEST:

_____
CRAIG CURRY, COMMISSIONER

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GREGORY C. HARRELL, CLERK

_____
MATT MCCLAIN, COMMISSIONER

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21127 **Agenda Date:** 11/4/2025 **Agenda No.:** 1.4.

SUBJECT:
PROCLAMATION - Family Caregivers Appreciation Month - Leah Taylor, Advocate, Founder, and Co-Leader of Meadowbrook Church Caregivers (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, as we gather to celebrate Thanksgiving and reflect on gratitude, we honor the dedication, generosity, and compassion of family caregivers whose selfless care, love, and commitment allow their loved ones to remain in their homes and communities with dignity and support; and

WHEREAS, family caregivers provide vital assistance to young children, aging parents, adults with disabilities, and others in need of physical, emotional, financial, and medical support, as well as household help and transportation; and

WHEREAS, the joys and rewards of caregiving are often accompanied by challenges that can impact a caregiver's physical and mental health; and

WHEREAS, during Family Caregivers Appreciation Month, we recognize and thank our family caregivers for the invaluable care they provide each day, and for their steadfast dedication to the well-being of others; and

WHEREAS, we encourage the Marion County community to celebrate and honor our caregivers, expressing gratitude for their tireless service and renewing our shared commitment to support their essential role in protecting the dignity, health, and security of their loved ones;

NOW THEREFORE, the Board of County Commissioners of Marion County, Florida, by virtue of the authority vested in us do hereby proclaim the month of **November, 2025** as

"FAMILY CAREGIVERS APPRECIATION MONTH"

In recognition of our caregivers who wake up every single day to do this physically and emotionally demanding yet vitally important work.

DULY PROCLAIMED this **4th** day of **November**, **2025**.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

_____
KATHY BRYANT, CHAIRMAN

_____
CARL ZALAK, III, VICE CHAIR

_____
MICHELLE STONE, COMMISSIONER

ATTEST:

_____
CRAIG CURRY, COMMISSIONER

_____
GREGORY C. HARRELL, CLERK

_____
MATT MCCLAIN, COMMISSIONER

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21116 **Agenda Date:** 11/4/2025 **Agenda No.:** 1.5.

SUBJECT:
PRESENTATION - Roy F. Kenzie Award from Florida Redevelopment Association to the Marion County Community Redevelopment Agency - Planning Studies for Large City/Community Category - Chuck Varadin, Growth Services Director (Presentation Only)

INITIATOR:
Chuck Varadin, Director

DEPARTMENT:
Growth Services

DESCRIPTION/BACKGROUND:
The Florida Redevelopment Association (FRA) recognized the Silver Springs Community Redevelopment Agency (Agency) with a Roy F. Kenzie Award during their annual program on October 16, 2025. The award was in the category of “Planning Studies for a Large City/Community” and was granted for the 2024 update of the Silver Springs Community Redevelopment Area (CRA) Master Plan.

The updated Master Plan - Reimagine Silver Springs is the direct result of a collaborative effort between the Marion County Board of County Commissioners, various Marion County Departments and Agencies including, but not limited to, Growth Services, Community Services, Parks & Recreation, Public Relations and the Tourist Development Council. Kimley-Horn and Associates, Inc. was the consultant that prepared the updated plan.

The team is proud to be recognized for their work and is pleased to present the Roy F. Kenzie Award to the Board of County Commissioners, who also serve as the Agency Board.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Presentation only.


THE FLORIDA
REDEVELOPMENT
ASSOCIATION
2025
ROY F. KENZIE
AWARD
PLANNING STUDIES
— LARGE CITY —
MARION COUNTY
CRA
SILVER SPRINGS CRA
MASTER PLAN UPDATE

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21091 **Agenda Date:** 11/4/2025 **Agenda No.:** 1.6.

SUBJECT:
PRESENTATION - Parks & Recreation Carnival Update - Jim Couillard, Parks & Recreation Director (Presentation Only)

INITIATOR:
Jim Couillard, PLA, ASLA Director

DEPARTMENT:
Parks & Recreation

DESCRIPTION/BACKGROUND:
Recognize key staff members with the Parks & Recreation department for the tremendously successful 2025 Carnival.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
None, for presentation only.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21128 **Agenda Date:** 11/4/2025 **Agenda No.:** 1.7.

SUBJECT:
PROCLAMATION - Veterans Treatment Court Month (Approval Only)

INITIATOR:
Gennifer Medina, 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, November 11, 2025, marks Veterans Day, a time to honor and express gratitude to the more than 15.7 million U.S. veterans in the United States of America; and

WHEREAS, the State of Florida is home to the third largest population of veterans in the nation, following California and Texas, approximately 47,300 veterans proudly call Marion County home; and

WHEREAS, Veterans and other Treatment Courts have been restoring lives, reuniting families, and making communities safer for more than 30 years; and

WHEREAS, since 2012, the Marion County Veterans Treatment Court has provided a pathway to recovery and reintegration for 236 justice-involved veterans, offering them access to structured treatment, mentorship, and the support needed to rebuild productive lives; and

WHEREAS, this vital program is made possible through the collaboration of judges, attorneys, the U.S. Department of Veterans Affairs, Veterans Helping Veterans, treatment providers, law enforcement, community supervision personnel, and countless others who dedicate their time and expertise to serve those who once served us; and

NOW THEREFORE, the Board of County Commissioners of Marion County, Florida, by virtue of the authority vested in us do hereby proclaim the month of **November, 2025** as

"VETERANS TREATMENT COURT MONTH"

in Marion County, Florida, and urge all citizens to recognize the practitioners and successful graduates who make Veterans Treatment Court work and the significant contributions that Veterans Courts have made in partnership with Veterans Helping Veterans to continue to make critical solutions for saving the lives, families and futures of our nation's veterans.

DULY PROCLAIMED this **4th** day of **November**, **2025**.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

_____
KATHY BRYANT, CHAIRMAN

_____
CARL ZALAK, III, VICE CHAIR

_____
MICHELLE STONE, COMMISSIONER

ATTEST:

_____
CRAIG CURRY, COMMISSIONER

_____
GREGORY C. HARRELL, CLERK

_____
MATT MCCLAIN, COMMISSIONER

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21142 **Agenda Date:** 11/4/2025 **Agenda No.:** 3.1.

SUBJECT:
June 3, 2025

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

June 3, 2025

CALL TO ORDER:
The Marion County Board of County Commissioners (MCBCC) met in regular session in Commission Chambers at 9:02 a.m. on Tuesday June 3, 2025 at the Marion County Governmental Complex located in Ocala, Florida.

INVOCATION AND PLEDGE OF ALLEGIANCE:
The meeting opened with invocation by Commissioner McClain 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 Kathy Bryant, District 2; Vice-Chairman Carl Zalak, III, District 4; Commissioner Matthew McClain, District 3; and Commissioner Michelle Stone, District 5. Commissioner Craig Curry, District 1, was absent due to a prior commitment. Also present were Clerk Gregory C. Harrell, County Attorney Matthew G. Minter, County Administrator Mounir Bouyounes, Assistant County Administrator (ACA) Angel Roussel, ACA Tracy Straub, and ACA Amanda Tart.

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

1. PROCLAMATIONS AND PRESENTATIONS:
Upon motion of Commissioner Stone, seconded by Commissioner Zalak, the Board of County Commissioners (BCC) approved and/or ratified the following:

1.1. PRESENTATION - Recognition of the 2025 Citizens Academy Graduating Class - Bobbi Perez, Public Relations Director (Approval and Presentation)
Public Relations Director Bobbi Perez presented the following recommendation:

Description/Background: On March 6, 2025, the Marion County Board of County Commissioners opened its thirteenth year of the Citizens Academy program. This 11-week program offers citizens a behind-the-scenes look at many Marion County services and departments.

By participating in the academy this year, citizens learned about the following Marion County departments in the sessions that were held every Thursday morning from 8:00 a.m. to noon:

- March 6 - Administration, Public Relations, Procurement Services, and Human Resources
- March 13 - Animal Services and Solid Waste
- March 20 - Building Safety and Growth Services
- March 27 - Veterans Services and Extension Services
- April 3 - Parks & Recreation, Airport and Southeastern Livestock Pavilion
- April 10 - Office of the County Engineer and Municipal Services
- April 18 - Facilities Management and Tourist Development

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- April 24 - Community Services and Public Library
- May 1 - Public Safety Communications, 911 Management, Information Technology
- May 8 - Utilities
- May 15 - Fleet Management and Fire Rescue

Attached is a list of the graduates from this year's program, which represents all 28 of the 28 citizens who originally registered.

Budget/Impact: None.

Recommended Action: Motion for approval and presentation.

Public Relations Director Bobbi Perez introduced the 2025 graduating class of Citizens Academy, noting it is the 15th year of the program here in Marion County. She presented a brief video as seen on the overhead screens relating to the Citizens Academy.

Ms. Perez commented on the 3-month timeline of the program, which shows local residents how the government operates. She gave a brief overview of the Citizens Academy.

In response to Chairman Bryant, Ms. Escobar advised that her favorite department to visit was the library, noting she had never visited the library Headquarters – Ocala Public Library before. She stated her favorite Commissioner she met was Commissioner Zalak.

Bill MacKrell, SW 59th Lane Road, commented on his experience with County leadership (County Administrator Mounir Bouyounes, ACAs and other various department heads) teaching him about Marion County's vision. He stated staff explained how tax dollars are utilized, such as long-range budgeting, capital improvements and many other services central to Marion County. Mr. MacKrell expressed his appreciation for the opportunity to participate in this program.

In response to Chairman Bryant, Mr. MacKrell opined his favorite department was Fleet Management because of his own experience with truck driving. He stated his favorite Commissioner he met was Commissioner Stone.

Ms. Perez presented the Citizens Academy graduates:

- Patrick Decavaignac
- Nancy Decavaignac
- James Williams
- John Elliot
- Denise Elliot
- Punkie Charbonneau
- Steven Sarkozky
- Brenda Hare
- Zenia Morales
- Lora Bailey
- Nadine Escobar
- Tony Giuffrida-Gaydas
- George Escobar
- Zara Torres
- William MacKrell
- Diane MacKrell
- Jamie Tardif
- Maria Conny Roman

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- Sarah Gray
- David Cheek
- Valerie Hanchar
- Anita Williams
- Angie Rushing
- Abraham Rosenburg
- Kyle Morrison
- Jessi Mantilla
- Ellary Belote
- Deborah Smith
- Bertha Heredia
- Patricia Simko

Chairman Bryant questioned whether the graduates expected the budgeting process to be as lengthy as it is. She expressed her gratitude for Ms. Perez, the Public Relations team and other leaders who contribute to the program.

1.2. PROCLAMATION - Faith and Family Month - Louine Ek (Approval and Presentation)
The Board presented the Proclamation designating June 2025 as "Faith and Family Month" to Louine Ek and other members of the faith community.
Louine Ek, SW 59th Street, stated it is an honor to accept the Proclamation on behalf of those in the faith community, noting those individuals assume many different roles such as pastors, teachers, medical servicers and retirees. She expressed her gratitude in having an administration with leaders who share the same values in faith and family.
Chairman Bryant thanked everyone present for all the hard work they do within the community.
(Ed. Note: This matter was addressed again later in the meeting.)

1.3. PRESENTATION - Florida Department of Transportation Outreach Award for the Safety Matters Video Series - Rob Balmes, Director, Transportation Planning Organization (Presentation Only)
Transportation Planning Organization (TPO) Director Rob Balmes presented the following recommendation:

Description/Background: Marion County, in partnership with the Ocala/Marion Transportation Planning Organization (TPO), created the Safety Matters initiative to remind the community of roadway safety. The Safety Matters Series is a community-driven effort dedicated to promoting roadway safety across Marion County. This collaborative initiative underscores the importance of protecting all roadway users, including drivers, pedestrians, and cyclists.

In partnership with key stakeholders, the Safety Matters initiative engages the community through education and awareness, reminding everyone of their shared responsibility in fostering safer roadways.

On May 9, 2025, the Ocala/Marion County Transportation Planning Organization and Marion County were awarded the Outreach Award at the Florida Department of Transportation Central Florida Safety Summit for their work on the Safety Matters Initiative.

Budget/Impact: None.

Recommended Action: Presentation only.

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It was noted for the record that TPO Director Balmes was not present to address this recommendation.

1.4. PROCLAMATION - Men's Health Month (Approval Only)
The Board approved the Proclamation declaring the month of June 2025 as "Men's Health Month".

1.5. PROCLAMATION - Eagle Scout Court of Honor - Patrick John Shields (Approval Only)
The Board approved the Proclamation congratulating Patrick John Shields 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.
Joseph Walker, SE 54th Place, Ocklawaha addressed the board regarding Agenda Item, 8.3 (request authorization to proceed with the filing of legal action for an abatement of a nuisance [remove unsafe (building/structure) on property owned by the estates of Christal Norris and Carl Norris). He commented on the condition of the subject property. Mr. Walker presented a corresponding map on the overhead screens.
Chairman Bryant clarified that Agenda Item 8.3, if approved, will allow the County Attorney to move forward with filing a lawsuit to remove the squatters from the property and remove the unsafe structures on the subject property.
Commissioner Zalak stated that property owners still have property rights and that the County has to pursue these issues one step at a time to get them cleaned up and in order.
Commissioner Stone encouraged Mr. Walker to refer to Agenda Item, 14.5.1, which contains Code Enforcement Board (CEB) Minutes. She commented on the number of new and existing cases staff are currently working.

3. ADOPT THE FOLLOWING MINUTES: (4 Sets)
3.1. January 21, 2025
3.2. January 22, 2025
3.3. January 29, 2025 A
3.4. January 29, 2025 B
A motion was made by Commissioner Stone, seconded by Commissioner McClain, to adopt the meeting minutes of January 21, 22 and 29 (2 sets), 2025. The motion was unanimously approved by the Board (4-0).

4. CONSTITUTIONAL OFFICERS AND GOVERNMENTAL OR OUTSIDE AGENCIES:
4.1. Request Approval to Enter Into an 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 (25-26-02) (Budget Impact - Neutral; $78,575)
The Board considered the following recommendation from Trial Court Administrator Jeffrey Fuller, Court Administration:

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Description/Background: Request approval to enter into an agreement between the Fifth Judicial Circuit Court and Marion County Board of County Commissioners to provide funding for a Court Program Specialist I Full Time Employee (FTE) in Post Adjudication Expansion Drug Court (25-26-02). The current agreement expires on June 30, 2025, and is being renewed. The Court will reimburse the County BOCC for this position upon receipt of invoices submitted to the Court's Contract Manager.

Budget/Impact: Neutral - $78,575.88 in salaries and benefits as well as $20,000 in operating expenses, which will be reimbursed.

Recommended Action: Approval to enter into the agreement between the Fifth Judicial Circuit Court and Marion County Board of County Commissioners to provide funding for a Court Program Specialist I FTE in Post Adjudication Expansion Drug Court.

A motion was made by Commissioner Stone, seconded by Commissioner McClain, to approve and enter into the agreement between the Fifth Judicial Circuit Court and Marion County Board of County Commissioners to provide funding for a Court Program Specialist I FTE in Post Adjudication Expansion Drug Court. The motion was unanimously approved by the Board (4-0).

4.2. Request Approval to Enter Into an 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 (25-26-03) (Budget Impact - Neutral; $77,671)

The Board considered the following recommendation from Trial Court Administrator Fuller, Court Administration:

Description/Background: Request approval to enter into an agreement between the Fifth Judicial Circuit Court and Marion County Board of County Commissioners to provide funding for a Court Program Specialist I Full Time Employee (FTE) in Veterans Treatment Court (25-26-03). The current agreement expires on June 30, 2025, and is being renewed. The Court will reimburse the County BOCC for this position upon receipt of invoices submitted to the Court's Contract Manager.

Budget/Impact: Neutral - $77,671.90 in salaries and benefits as well as $20,000 in operating expenses, which will be reimbursed.

Recommended Action: Approval to enter into the agreement between the Fifth Judicial Circuit Court and Marion County Board of County Commissioners to provide funding for a Court Program Specialist I FTE in Veterans Treatment Court (25-26-03).

A motion was made by Commissioner Stone, seconded by Commissioner McClain, to approve and enter into the agreement between the Fifth Judicial Circuit Court and Marion County Board of County Commissioners to provide funding for a Court Program Specialist I FTE in Veterans Treatment Court (25-26-03). The motion was unanimously approved by the Board (4-0).

5. CLERK OF THE CIRCUIT COURT:

5.1. Budget Amendment

Clerk Harrell advised that Item 5.1.7 relates to Consent Agenda Item 7.2.1.

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Upon motion of Commissioner Stone, seconded by Commissioner McClain, the Board adopted the following Budget Amendment Resolutions transferring funds as presented by Clerk Harrell; as well as approving Items 7.2.1.

5.1.1. 25-R-165 - American Rescue Plan ERA2 Fund - Other Human Services - $1,150,000
5.1.2.a. 25-R-166 - Budget Transfer from Law Enforcement Trust Fund to MSTU for Law Enforcement - $2,000
5.1.2.b. 25-R-167 - Budget Transfer from Law Enforcement Trust Fund to MSTU for Law Enforcement - $2,000
5.1.3. 25-R-168 - Fire, Rescue and EMS Fund - Fire Rescue Services - $500,000
5.1.4. 25-R-169 - General Fund - Emergency Medical Services - $125,000
5.1.5. 25-R-170 - General Fund - Finance and Administration - $15,000
5.1.6. 25-R-171 - General Fund - Procurement Services - $36,279
5.1.7. 25-R-172 - General Fund Grants - Emergency Solutions Program - $151,235
5.1.8.a. 25-R-173 - Impact Fee Funds West - Multiple Departments - $10,362
5.1.8.b. 25-R-174 - Impact Fee Funds East - Multiple Departments - $10,362
5.1.9. 25-R-175 - Marion County Utility Fund - Utilities Water System - $50,000
(Ed. Note: MSTU is the acronym for Municipal Services Taxing Unit and EMS is the acronym for Emergency Medical Services.)

5.2. Clerk of the Court Items

5.2.1. Budget Development Update and Presentation of Detailed Budget Workshop Schedule

Budget Director Audrey Fowler presented the following recommendation:

> Description/Background: Update of Fiscal Year 2025-26 Budget Development and the Presentation of the Fiscal Year 2025-26 Budget Workshop Schedule for Board Approval.
> Budget/Impact: None.
> Recommended Action: Motion to Approve Budget Workshop Schedule as Presented.

Clerk Harrell advised that the Budget process is a complex one that is a yearlong job. He stated he will be away at the Clerk's Statewide Conference during the next BCC meeting; therefore, he will not be present when the respective department budgets and Constitutional budgets are presented on the Agenda for the Board's consideration. Clerk Harrell advised that Budget Director Audrey Fowler and Finance Director Jennifer Cole will be at the Florida Government Finance Officers Association (FGFOA) Conference during the next BCC meeting, but Miguel Figueroa from the Budget department will be presenting the update for the Boards consideration. He stated there will be workshops in July where the Budget will be discussed further.

Clerk Harrell opined that the volatility of the market right now presents some unique challenges this year, which the County may not have dealt with before. He provided a brief overview of the many things being put in front of State Legislators that could put pressures on local governments and the way this Board funds their operations. Clerk Harrell advised that this will create discussions that look at how to honor and do right by the County's taxpayers and constituents, but also by the Staff and community members that are seeing inflation and cost of living present challenges in their own lives. He stated the fast growth of the County puts pressure on all departments and Constitutional Officer's operations, noting by law County Budgets and Constitutional Budgets are due to be

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submitted by June 1st of every year. Clerk Harrell expressed his gratitude for Ms. Fowler, the Budget team, County Administrator Mounir Bouyounes and his fellow Constitutional Officers for having this submitted accordingly. He Commented on the importance of the dialogue that takes place between the Chairman, Property Appraiser and Constitutional Officers relating to property values for the upcoming budget cycle. Clerk Harrell stated the intricacies of this year are such that the State Legislation finished Session without having a state budget in place. He advised that the most recent news relates to a deal being reached and that State budget hearings are set for this week. This budget deal includes $2,500,000,000.00 worth of recurring reductions in the State budget. Clerk Harrell advised that local government operations benefit from sales tax at the State level and State Shared Revenue, noting it contributed approximately $40,000,000 last year to Marion County's Budget. He opined that it is unknown how this will be reflected in this year's Budget cycle with the $2,250,000,000.00 of recurring revenue reduced, which reporting states includes $350,000,000.00 in permanent sales tax exemptions. Clerk Harrell stated there is the likelihood that this will negatively impact what each County in the State, including Marion County, realizes from the State. He gave a brief overview of what the County has done regarding past years on where they needed to come in on their respective budgets, noting there are going to be some challenges relating to the millage rates.

Commissioner Stone expressed appreciation to the Clerk and his staff for ensuring the County is in a good financial position. She opined that the Constitutional Officers need to take the Clerk's comments into consideration when considering their budget requests.

Budget Director Audrey Fowler stated the good news is that in relation to the taxable value there is significant amounts of new construction that is added to the tax rolls, noting 1,900,000,000.00 is the initial estimate with an overall estimated taxable increase of about 10.6 percent (%) on the Countywide. She advised that she certifies to the estimate, not the Value Adjustment Board (VAB) value like the Property Appraiser does, so she can compare budgets. Ms. Fowler stated in Fire Rescue and in MSTU for Law Enforcement there is an increase in taxable value at 11.2 %. She advised that MSTU's for Rainbow Lake Estates (RLE), Marion Oaks, and others have a lot of new construction, which are closer to a 20% increase. Ms. Fowler stated Silver Springs Shores (SSS), which is built out, is about 7.5%. She advised that in all of the MSTUs for Marion Oaks, RLE, and others millages will be at about the same rate, noting the countywide General Fund, Fine and Forfeiture Fund and MSTU for Law Enforcement fund at this time have expenditures that exceed what we can fund with the same millage. She opined she is unsure exactly what those numbers are going to be at this time.

In response to Chairman Bryant, Ms. Fowler advised that prior to changes there would be an increase in the millage in the amount of 00.1200 of a mill in the General Fund, 00.1300 of a mill in the Fine and Forfeiture Fund and 00.3500 of a mill in the MSTU for Law Enforcement fund for an overall increase of 0.6000 of a mill between the 3 funds. She stated she is trying to mitigate and scan through other revenues to see what options are available. Ms. Fowler advised that the Sales Tax is in the proposed budget as the same rate as the prior year, but she anticipates there will be a reduction in July if the State budget is approved.

Ms. Fowler clarified every 1% reduction of State Shared Revenues and Sales Tax is about $480,000.00 to the County, noting if they reduce it 5% then the County is looking at about $2,400,000.00 lost in the General Fund. This would also affect the County's infrastructure surtax.

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Chairman Bryant advised that State Shared Revenue is different from the Penny Sales Tax and gave a brief overview on how those funds are utilized.
Ms. Fowler stated the General Fund is made up of two Half-Cent Sales Tax and State Shared Revenue, noting those funds are collected statewide and pooled. The distribution formula is based on what is collected in the State. She advised that the Infrastructure Surtax in is what is collected within the borders of Marion County.
General discussion ensued.
Ms. Fowler gave a brief overview of the budget workshop schedule for 2025.
A motion was made by Commissioner Stone, seconded by Commissioner Zalak, to approve the 2025 Budget Workshop Schedule as presented. The motion was unanimously approved by the Board (4-0).

5.2.2. Present the Acquisition or Disposition of Property Forms Authorizing Changes in Status, as Follows: 039140 and 182830
A motion was made by Commissioner Stone, seconded by Commissioner McClain, to approve the Disposition of Property forms 039140 and 182830. The motion was unanimously approved by the Board (4-0).

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 to Amend Chapter 2, Article IX of the Marion County Code Related to Surplus Real Property Disposition
County Attorney Matthew G. Minter presented the following recommendation:

> Description/Background: This is a Public Hearing to consider an ordinance to amend Chapter 2, Article IX of the Marion County Code related to surplus real property disposition that establishes best practices for the disposition of surplus real property deemed suitable for affordable housing, including creating a local preference for the highest competitive bidder. Additionally, the ordinance directs that the proceeds received from the sale of all surplus property, except those properties purchased with restricted funds, are to be deposited into the Affordable Housing Assistance Trust Fund.
> Budget/Impact: None.
> Recommended Action: Motion to adopt the ordinance to amend Chapter 2, Article IX of the Marion County Code related to surplus real property disposition.

Deputy Clerk Windberg presented Proof of Publication Legal ad No. 11331636 entitled, “Notice of Public Hearing” published in the Star Banner newspaper on May 23, 2025. The Notice states the Board will consider the adoption of an Ordinance Amending Chapter 2 Article IX of the Marlon County Code relating to Surplus Real Property Disposition.
Chief Assistant County Attorney Dana Olesky, Legal, advised that in addition to the proof of publication the appropriate business impact statement was also posted on the Marion County website regarding this Ordinance. She stated the presented Ordinance is to amend the surplus property disposition standards for both properties that are designated as general surplus properties and those that have been deemed suitable for affordable housing. Ms. Olesky advised that pursuant to Statutes 125.35 the BCC can adopt an Ordinance outlining the procedures for any surplus property. She stated late last year a policy was submitted to the BCC and approved that outlined the procedures when

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properties are deemed suitable for affordable housing and how those properties would be sold or donated to nonprofits. Ms. Olesky advised that after the policy was adopted staff realized they needed to amend the Ordinance to fall in line with that policy and update some of the procedures for the general surplus. She gave a brief overview of the proposed changes.

Chairman Bryant opened the floor to public comment.

Executive Director Keith Fair, Housing Finance Authority (HFA), NE 25th Avenue, advised that he is unaware of any developers in Marion County that would be able to qualify for bond that financing or the Housing and Urban Development (HUD) 223 loan because they do not have the experience in affordable housing; therefore, the applicant has to partner with someone who has that experience for at least the first one or two developments. He stated two people working full time in a family making minimum wage would still be short the 80% area median income (AMI). Mr. Fair stated if the BCC decides they would not like to sell the properties and they would like to hold it for affordability in the future, the Central Florida Community Land Trust (CFCLT) is designed for rentals. He advised that the BCC could park the land until it could be used for affordability. Mr. Fair opined that this is a great incentive to give to a developer, noting that it would then stay affordable for 99 years. He advised that he is meeting with the County's Affordable Housing Advisory Committee (AHAC) Board to request consideration of a proposal of a waiver or fund to use to underwrite the cost of the (Transportation Impact Fee) TIF's for at least 300 units per year for a 5 year period. Mr. Fair stated Marion County is competing with other Counties to get affordable work force housing in our County. He advised that the Ocala/Marion Chamber and Economic Partnership (CEP) reported last year roughly 100,000 cars are driving in and out of the County everyday to come to work. Mr. Fair opined that if there was more affordable housing this could possibly relieve some traffic issues as well.

Chairman Bryant questioned whether Ms. Olesky had any concerns over local developer preference. Ms. Olesky stated she had no concerns. She clarified that the new language keeps CFCLT as an option.

Charles Calhoun, SW 92nd Court, advised that Congresswoman Kat Cammack offered to bring in the Tunnel to Towers Foundation, which is an affordable housing program for our veterans. He stated they are in the beginning stages of this and hopes it could be a segue into some affordable housing.

Chairman Bryant advised that public comment is now closed.

A motion was made by Commissioner McClain, seconded by Commissioner Stone, to adopt Ordinance 25-19. The motion was unanimously approved by the Board (4-0).

Ordinance 25-19 is entitled:

> AN ORDINANCE OF MARION COUNTY, FLORIDA, RELATING TO THE ENHANCEMENT OF AFFORDABLE HOUSING OPPORTUNITIES; AMENDING CHAPTER 2, ARTICLE IX, SECTION 2-283 OF THE MARION COUNTY CODE OF ORDINANCES TO PROVIDE ALTERNATIVE STANDARDS AND PROCEDURES FOR DISPOSITION OF SURPLUS REAL PROPERTY; CREATING SECTION 2-284 PROVIDING FOR ALTERNATIVE STANDARDS AND PROCEDURES FOR DISPOSITION OF SURPLUS REAL PROPERTY SUITABLE FOR AFFORDABLE HOUSING; CREATING A LOCAL PREFERENCE; PROVIDING FOR DEPOSIT OF PROCEEDS FROM ALL SURPLUS REAL PROPERTY SALES INTO THE AFFORDABLE HOUSING TRUST FUND, UNLESS

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OTHERWISE DESIGNATED BY THE BOARD; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

6.2. PUBLIC HEARING to Consider an Ordinance to Amend Chapter 2 Administration, Article III, Officer and Employees, Division 2, County Administrator and Article VII, Procurement Code Section 2-237, Authority of County Administrator of the Marion County Code

County Attorney Minter presented the following recommendation:

Description/Background: Public Hearing to consider an Ordinance to Amend Chapter 2 Administration, Article III, Officer and Employees, Division 2, County Administrator and Article VII Procurement Code, Section 2-237, Authority of County Administrator or his or her designee. Due to recent proposed changes to the State Housing Initiatives Partnership Local Housing Assistance Plan (LHAP), it is necessary to revise the County Administrator's signing authority to execute the necessary documents for purchase assistance; new construction Home Ownership-Community Land Trust programs; and Homeowner Rehabilitation programs, which may exceed the current authority threshold of $50,000.00.

Budget/Impact: None.

Recommended Action: Motion to adopt the ordinance amending Chapter 2 Administration, Article III, Officer and Employees, Division 2, County Administrator and Article VII Procurement Code, Section 2-237, Authority of County Administrator of the Marion County Code.

Deputy Clerk Windberg presented Proof of Publication Legal ad No. 11331685 entitled, "Notice of Public Hearing" published in the Star Banner newspaper on May 23, 2025. The Notice states the Board will consider the adoption of an Ordinance amending the Marion County Code of Ordinances.

Chief Assistant County Attorney Olesky, Legal, advised that the appropriate business impact statement was filed on the County's website regarding this Ordinance. She clarified that when she requested the public hearing the request was only for the Division 2 County Administrator, Chapter 2; however, it was appropriately advertised. Ms. Olesky stated she made the decision to also include the Procurement code. She stated back in April the BCC approved the Local Housing Assistance Plan (LHAP), noting it is being considered by the Florida Housing Finance Corporation (FHFC). Ms. Olesky advised that the plan provides for an increase in assistance from $50,000.00 to $75,000 and in some cases $100,000.00 or down payment purchase assistance, homeowner rehabilitation, etc. If the LHAP is approved by the Florida Housing Finance Corporation and the levels are put into place they will exceed the County Administrators signature authority under the Procurement Ordinance. She stated in 2021 there were some amendments made that allowed for the authority of the County Administrator and/or his designee to sign for grant applications; however, when that Ordinance was adopted, it was never codified appropriately. Ms. Olesky clarified that the language presented in today's Ordinance has already been adopted and staff are just correcting its placement for public viewing. She advised that it is very specific in only allowing the County Administrator's authority to exceed the $50,000.00 when it comes to these specific programs included with the LHAP.

Chairman Bryant opened the floor to public comment.

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

A motion was made by Commissioner Stone, seconded by Commissioner McClain, to

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adopt Ordinance 25-20. The motion was unanimously approved by the Board (4-0).
Ordinance 25-20 is entitled:

> AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AMENDING THE MARION COUNTY CODE OF ORDINANCES, CHAPTER 2 ADMINISTRATION, ARTICLE III OFFICERS AND EMPLOYEES, DIVISION 2 COUNTY ADMINISTRATOR, SECTION 2-48 POWERS AND DUTIES PARAGRAPH (4), TO CLARIFY THE AUTHORITY OF THE COUNTY ADMINISTRATOR WITH RESPECT TO CONTRACTS, APPLICATIONS, AND AGREEMENTS; AMENDING ARTICLE VII PROCUREMENT CODE SECTION 2-237 AUTHORITY OF COUNTY ADMINISTRATOR OR HIS OR HER DESIGNEE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE: AND PROVIDING AN EFFECTIVE DATE.

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.
Commissioner McClain requested Item 7.1.1. be pulled from Consent for discussion. It was the general consensus of the Board to concur.
Commissioner Zalak advised that Agenda Item 7.7.11 would be pulled from consideration and brought back to the Board at a later date. It was the general consensus of the Board to concur.
Chairman Bryant stated she wanted to bring attention to the good news associated with Item 7.4.1 (request approval of employer insurance renewal for FY 2025-26).
County Administrator Bouyounes, Administration, gave a brief overview of the Insurance Renewal for Fiscal Year (FY) 2025-26, noting staff were able to renew the contract without any increase.
Chairman Bryant stated stories like this are important and reflects the hard work done by staff, the shape the buildings are in, the driving records and all factors that go into insurance renewals. She expressed her appreciation to staff.
Upon motion of Commissioner Zalak, seconded by Commissioner McClain, the Board acted on the Consent Agenda as follows:

7.1. Administration:

7.1.1. Request Approval of Funding Request for the 2025 Fourth of July Celebration Hosted by the City of Ocala (Budget Impact - Neutral; expenditure of $12,200)
The Board considered the following recommendation as presented by ACA Angel Roussel, Administration:

> Description/Background: The City of Ocala requested funding support in the amount of $25,000 from Marion County for the 2025 Fourth of July Celebration. The 2024 event was a tremendous success, with an estimated 10,000 attendees, and this year the city is expecting increased regional attraction and attendance.
> This family-friendly event will have activities for everyone to enjoy, including live music; a fun-filled Kids Zone featuring games and activities for the whole family; a variety of local food trucks, offering everything from savory snacks to sweet treats; and a spectacular fireworks display that will light up the night sky.

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The Tourist Development Council has approved a funding request in the amount of $6,100, which is a separate agenda item to be considered by the Board. In addition, staff is recommending to award additional funding in the amount of $12,200 from the General Fund.

Budget/Impact: Neutral; expenditure of $12,200 from General Fund.

Recommended Action: Motion to approve a contribution of $12,200 for the 2025 Fourth of July Celebration hosted by the City of Ocala.

Commissioner McClain advised that he does not have an issue using Tourist Development Council (TDC) funds for this project but is concerned with using funds from the General Fund. He opined that it does not fit into the health, safety and welfare aspect.

Mr. Bouyounes stated the BCC has received the cost breakdown of what the City of Ocala is going to incur, noting that is how staff came up with this recommendation. He advised that this is an event that is being done for the community. There is no other place in Marion County where there is a public sanctioned type of July 4th event. Mr. Bouyounes stated this could prevent people from having small events in different neighborhoods, which encourages attendance. He opined that citizens prefer fireworks compared to the drone show. The City of Ocala is heading this event and staffing it. Mr. Bouyounes advised that the County's recommendation is to reimburse 50% of the hard costs that the City of Ocala is going to incur, noting that is why they are using the General Fund.

In response to Commissioner Zalak, Mr. Bouyounes stated the City requested $25,000.00, but staff is recommending $12,200.00 from the General Fund plus an additional $6,100.00 from the TDC.

Commissioner Zalak opined that the city has stepped in to fill a gap and that he would like to attempt to take this opportunity to partner with them.

In response to Chairman Bryant, Mr. Bouyounes advised that the County contributed approximately $5,000.00 from the General fund to sponsor the God & Country Day event in the past.

General Discussion ensued relating to costs.

Clerk Harrell opined that next year is the 250th celebration of the signing of the Declaration of Independence and that there will be large celebrations, noting this should be kept in mind when discussing this year's plan.

General discussion ensued.

A motion was made by Commissioner Zalak, seconded by Commissioner Stone, to approve a contribution of $12,200.00 for the 2025 Fourth of July Celebration hosted by the City of Ocala. The motion passed 3-1 with Commissioner McClain dissenting.

7.2. Community Services:

7.2.1. Request Approval of Emergency Solutions Grants Program RUSH Funding Agreement Between Marion County and U.S. Department of Housing and Urban Development (Budget Impact - Neutral; not to exceed $151,235)

The Board accepted the following recommendation as presented by Community Services Director Cheryl Martin (Also known as (A.K.A.) Cheryl Butler):

Description/Background: As an entitlement community, Marion County receives annual grant funding from the U.S. Department of Housing and Urban Development (HUD). This includes:

- Community Development Block Grant (CDBG)
- HOME Investment Partnerships Program (HOME)
- Emergency Solutions Grant (HESG)

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Additionally, HUD has awarded Marion County extra funds through the HESG - Rapid Unsheltered Survivor Housing (RUSH) Program.

A public notice regarding these funds was posted on the Marion County's Community Services website from May 9 through May 24, 2025, and no public comments were received.

The RUSH funds will be distributed to selected agencies to provide rapid rehousing and homeless prevention services for individuals who are homeless or at risk of homelessness. The goal is to support homeless services that are not covered by other federal disaster relief programs. Staff is requesting approval and signature of the agreement.

Budget/Impact: Neutral, not to exceed $151,235; Revenue Code-AG345331-331533; Expense Code-AG345564-583233.

Recommended Action: Motion to approve and authorize the Chairman and Clerk to execute all necessary documents associated with this Agreement between Marion County and HUD.

(Ed. Note: This Item was approved with Budget Amendment Resolution 5.1.7.)

7.2.2. Request Approval of First Amendment of Marion County Standard Professional Services Agreement and Mortgage Modification of State Housing Initiative Partnership New Construction Project Between Marion County and Saving Mercy Corporation (Budget Impact - Neutral; not to exceed $1,782,886)

The Board accepted the following recommendation as presented by Community Services Director Butler (Formerly Cheryl Martin):

Description/Background: Saving Mercy Corporation's mission is to provide affordable housing and case management services to at-risk families, veterans, and vulnerable individuals in a faith-based environment.

This amendment and mortgage modification will increase funding to allow for electric meter cans to be installed on each individual unit and extend the deadline of the contract to December 30, 2025. The amendment also clarifies all vacant affordable housing rental units, intended to house individuals who are experiencing homelessness, will be filled through referrals from the Continuum of Care's Coordinated Entry process.

This project aligns with the Empower Marion for Success II plan "incentivizing and addressing infill projects for lands within the urban growth boundary" and the Community Services' goals to increase affordable housing and permanent supportive housing for Marion County's most vulnerable population.

Budget/Impact: Neutral; not to exceed $1,782,885.55; Org- ES350554; Object-583215; Project- 350SHIP25C.

Recommended Action: Motion to approve and authorize the Chairman and Clerk to execute all necessary documentation associated with Marion County Standard Professional Services Agreement between Marion County and Saving Mercy Corporation.

7.2.3. Request Approval of Florida Housing Finance Corporation Local Government Verification of Contribution - Loan Form Between Marion County and Carrfour apartments, LLLP (Budget Impact - Neutral; not to exceed $100,000)

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

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Description/Background: Carrfour Apartments, LLLP has applied to the Florida Housing Finance Corporation (FHFC) under the "2025-108 Housing Credit and SAIL Financing for Homeless Housing Developments" program. The proposed development, "Mercy Village", located at 3601 W Silver Springs Boulevard will create 57 affordable rental units in Marion County.

In support of the application, the County is to execute the attached Local Government Verification of Contribution - Loan Form, committing $100,000 in the form of a reduced-interest loan. These funds are available from an eligible affordable housing grant administered by the Community Services Department, such as, but not limited to, the HOME Investment Partnerships Program (HOME) or the State Housing Initiatives Partnership (SHIP) program, and only if FHFC awards tax credits to the project.

All conditions outlined in the Preliminary Loan Commitment Agreement must be met before the formal funding contract and mortgage for approval is brought back for the Board's consideration. No construction will begin prior to this final approval.

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

Recommended Action: Motion to approve and authorize the Chairman to execute the Florida Housing Finance Corporation Local Government Verification of Contribution - Loan Form associated with Carrfour Apartments, LLLP.

7.2.4. Request Approval of the Third Amendment to Marion County Standard Professional Services Agreement Challenge Grant Program Between Marion County and Ocala Housing Authority, Inc. (Budget Impact - None)

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

Description/Background: Marion County administers Challenge grant funding on behalf of the Ocala/Marion Joint Office on Homelessness for the Continuum of Care (CoC) FL-514.

- On July 2, 2024, the Board of County Commissioners (Board) approved an agreement with Ocala Housing Authority (OHA) in the amount of $56,844 to provide homeless services.
- On November 5, 2024, the Board approved a First Amendment to the agreement, adding $39,292.80 to support permanent supportive housing (PSH) for families with minor children and at least one disabled family member in Marion County.
- On February 18, 2025, the Board approved a Second Amendment to provide an additional $184,972.41 for case management and repairs to existing PSH units.

OHA is now requesting a Third Amendment to allow the County to advance the grant funds up front, rather than operate on a reimbursement basis. This change is needed because OHA does not currently have the cash flow or assets to cover the expenses in advance and must meet a grant expenditure deadline of June 30, 2025.

Additionally, OHA has provided staff with all required quotes for the capital improvement. Allowing the funds to be fronted will enable OHA to complete the capital improvements needed for its permanent supportive housing units in a timely manner.

Budget/Impact: None.

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Recommended Action: Motion to approve and authorize the Chair and Clerk to execute the Third Amendment to the Agreement between Marion County and Ocala Housing Authority, Inc. to include all necessary documents associated with this agreement.

7.3. Development Review Committee:

7.3.1. Request Approval of a Final Plat for Debonair Estates Phases 1 and 2, Parcel Numbers 13668-000-02, 12673-000010, 12674-001-01, 12673-000008, 12673-000009, 12672-000-00 Application Number 32856 (Budget Impact - None)

The Board accepted the following recommendation as presented by Building Safety Director Michael L. Savage, Sr. on behalf of the Development Review Committee (DRC):

Description/Background: This is a request to approve the Final Plat for Debonair Estates Phases 1 and 2.

This plat is located in the western portion of the County containing 79 lots, 9 tracts, and 1.53 miles of road on approximately 131.81 acres.

This Final Plat will be reviewed by the Development Review Committee on June 2, 2025 and all comments will be forward to the Board of County Commissioners for consideration.

Budget/Impact: None.

Recommended Action: Motion to approve the Final Plat for Debonair Estates Phases 1 and 2 and authorize the Chairman and Clerk to execute the same.

7.3.2. Request Approval of Waiver Request for Land Development Code Section 2.16.1.B(8)(g) - Agricultural Lot Split Establishment of County Municipal Services Benefit Unit for Equine Chateau, Parcel Number 12580-001-00, Application Number 31363 (for Agricultural Lot Split Application Number 31362) (Budget Impact - None)

The Board accepted the following recommendation as presented by Building Safety Director Savage on behalf of the DRC:

Description/Background: Section 2.16.1.B(8)(g) of the Land Development Code (LDC) states a County Municipal Services Benefit Unit (MSBU) shall be established for the maintenance of the improvements created by this division prior to final approval and recordation. A waiver to this provision may only be granted by the Board upon review and recommendation by the Development Review Committee (DRC).

This Agricultural Lot Split is located in the western portion of the county containing 6 lots on approximately 107.82 acres. The LDC Section 2.16.1 allows 10 lots of 10 acres each for an Agricultural Lot Split.

The Applicant requests to allow an easement agreement that stipulates maintenance. DRC reviewed the request by the applicant, and after discussion acted on April 28, 2025 to recommend approval to the Board, ensuring the covenants stated access via the common easement would not be maintained by Marion County.

Budget/Impact: None.

Recommended Action: Motion to approve the Agricultural Lot Split without the creation of a MSBU subject to providing the appropriate documentation that the property owners will provide maintenance.

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7.3.3. Request Approval of Waiver Request for Land Development Code Section 2.16.1.B(8)(g) - Agricultural Lot Split Establishment of County Municipal Services Benefit Unit for Equine Paradise, Parcel Number 12462-002-00, Application Number 31358 (for Agricultural Lot Split Application Number 31356) (Budget Impact - None)

The Board accepted the following recommendation as presented by Building Safety Director Savage on behalf of the DRC:

Description/Background: Section 2.16.1.B(8)(g) of the Land Development Code (LDC) states a County Municipal Services Benefit Unit (MSBU) shall be established for the maintenance of the improvements created by this division prior to final approval and recordation. A waiver to this provision may only be granted by the Board upon review and recommendation by the Development Review Committee (DRC).

This Agricultural Lot Split is located in the northwest portion of the county containing 10 lots on approximately 137.16 acres. The LDC Section 2.16.1 allows 10 lots of 10 acres each for an Agricultural Lot Split.

The Applicant requests to allow an easement agreement that stipulates maintenance. DRC reviewed the request by the applicant, and after discussion acted on April 28, 2025 to recommend approval to the Board, ensuring the covenants stated access via the common easement would not be maintained by Marion County.

Budget/Impact: None.

Recommended Action: Motion to approve the Agricultural Lot Split without the creation of a MSBU subject to providing the appropriate documentation that the property owners will provide maintenance.

7.4. Human Resources:

7.4.1. Request Approval of Employer Insurance Renewal for FY 2025-26 (Budget Impact - Neutral; expenditure of $4,004,252)

The Board accepted the following recommendation as presented by Human Resources (HR) Director Sara Caron:

Description/Background: The County's Comprehensive Employer Insurance Agent, Brown & Brown (formerly known as PRIA), has generated premium renewals for the County's Property/Casualty and miscellaneous employer insurance coverage as shown on the attached spreadsheet to be effective October 1, 2025. Brown & Brown shops the market annually to obtain the most competitive coverage and rates for Marion County.

The property insurance market has made a positive shift throughout the past year. With additional capacity entering the Florida catastrophic property marketplace, carriers are willing to take on additional risk and offer competitive rates to grow their bottom line.

General Liability, Public Officials Liability, Cyber Liability, Crime and Excess Workers' Compensation rates remain stable. Coverage terms, limits and retentions remain unchanged.

The Auto Liability premiums remain the same.

The total estimated payroll is $132 million, insured auto values at $48 million, and values for buildings, contents and mobile equipment is in excess of $559 million.

Overall, there is no increase in premiums and the premium amount remains the same as budgeted in the current fiscal year.

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Budget/Impact: Neutral; expenditure of $4,004,252 to be paid from the Self-Insurance fund, which has been included in the FY 2025-26 proposed budget.
Recommended Action: Motion to approve the estimated Employer insurance renewal in the amount of $4,004,252 to be paid from the Self-Insurance Fund, and authorize Risk and Benefit Services to execute the required documents.

7.5. Library Services:

7.5.1. Request Approval of Marion County Public Library System Operational Plan of Service, 2025-2030 (Budget Impact - None)

The Board accepted the following recommendation as presented by Public Library System Director Julia H. Sieg:

Description/Background: Attached is a copy of the proposed Marion County Public Library System Operational Plan of Service for 2025-2030. This proposed plan is the result of analyzing user feedback through surveys conducted throughout the year, gathering staff input, reviewing the existing library long-range plan, and examining other public library plans from across the nation, as well as assessing current circumstances and trends. The currently approved library long-range plan expires at the end of June 2025.

One of the essential factors driving the need for an updated, governing-body-approved long-range plan is that this plan is one of the documents required for submission to the Florida Department of State, Division of Library and Information Services, to remain eligible for the annual State Aid to Libraries Grant. The amount of the State Aid to Libraries grant fluctuates each year. We received $110,223 this fiscal year.

Budget/Impact: None. Approval of the plan does not commit the Board of County Commissioners to future expenditures or activities, yet it does provide a framework for services. Approval of the plan enables the Marion County Public Library System to continue to be eligible to receive the State Aid to Libraries grant dollars.

Recommended Action: Motion to approve the Marion County Public Library System Operational Plan of Service, 2025-2030.

7.6. Parks & Recreation:

7.6.1. Request Approval of the Airport Infrastructure Grant Agreement Between the U.S. Department of Transportation Federal Aviation Administration and Marion County (Budget Impact - Neutral; grant revenue of $447,988)

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

Description/Background: The U.S. Department of Transportation Federal Aviation Administration (FAA) has offered the Marion County Airport an Airport Infrastructure Grant (AIG) Agreement in the amount of $447,988, for Project Number 3-12-0147-010-2025. This grant is intended for Phase 2 of the construction of Taxiway Alpha and the installation of lighting at the Marion County Airport.

The AIG Agreement must be digitally signed by Marion County's authorized representative, followed by an attorney's certification, no later than June 6, 2025.

Attached for review is a draft of the AIG grant agreement. The electronic copy will be routed to the Chairman and County Attorney for electronic signature, upon approval by the Marion County Board of County Commissioners.

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Budget/Impact: Neutral; revenue from grant of $447,988.
Recommended Action: Motion to approve Airport Infrastructure Grant Agreement and authorize the Chairman and County Attorney to execute the same.

7.7. Procurement Services:

7.7.1. Request Approval of Bid Award: 25B-094 Sale of Lead Acid Batteries - Trademark Metals Recycling, LLC Tampa, FL (Budget Impact - Revenue; estimated $150,000 annually)

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

Description/Background: On behalf of Solid Waste Department, Procurement issued a bid solicitation seeking a qualified and experienced vendor to purchase batteries collected at the Household Hazardous Waste Collection Center located at Baseline Landfill. Only one proposal was received. Trademark Metals Recycling (TMR) submitted a bid offering 55% of the per pound market value to the county. After a thorough evaluation of the proposal, Solid Waste Director, Mark Johnson, recommends awarding the contract to TMR. Attached for review is a draft contract, which is set to expire on June 30, 2027, and has two (2) annual renewal options. Upon approval at today's meeting, it will be sent to the firm for signatures. Once returned, it will be forwarded to Legal, the Clerk and Chairman for signatures.
Budget/Impact: Revenue; estimated to generate $150,000 annually.
Recommended Action: Motion to approve recommendation and allow staff to issue contract, and upon approval from Legal, authorize the Chairman and Clerk to execute contract with Trademark Metals Recycling, LLC under 25B-094.

7.7.2. Request Approval of Bid Award: 25B-095 Water and Wastewater Laboratory Analysis - Advanced Environmental Laboratories, Inc., Jacksonville, FL (Budget Impact - Neutral; estimated annual expenditure of $140,000)

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

Description/Background: Marion County Utilities (MCU) requested that Procurement advertise a bid for water and wastewater laboratory analysis services. These services are essential for routine water quality monitoring, ensuring public safety compliance, in the event of a water line break, and as required by the Florida Department of Environmental Protection (FDEP).
Three (3) bids were received in response to the solicitation. Based on the evaluation of the submitted proposals and the lowest responsive and responsible bid, MCU Director Tony Cunningham recommends awarding the contract to Advanced Environmental Laboratories, Inc. (AEL). A summary of the bids received is provided in the table below.

FIRM - *LOCATION*	BID AMOUNT
Advanced Environmental Laboratories, Inc. - *Jacksonville, FL*	$139,511.00
Pace Analytical Services, LLC - *Ormand Beach, FL*	$176,428.01
Plant Technicians - *Leesburg, FL*	$227,960.80

A draft contract is attached for review. Upon Board approval at today's meeting, the contract will be forwarded to AEL for signature. Once returned, it will be routed for final approval and execution by Legal, the Clerk and Chairman.

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Budget/Impact: Neutral; estimated annual expenditure of $140,000. Estimated expenditures may vary based on actual need but should not exceed approved budgeted amounts and will be based on contracted unit costs.
Recommended Action: Motion to approve Bid Award to Advanced Environmental Laboratories, Inc. and upon approval from Legal, authorize the Chairman and Clerk to execute the contract under 25B-095.

7.7.3. Request Approval of Bid Award: 25B-103 Bulk Oil and Fluids - Clardy Oil Company, Ocala, FL and Palmdale Oil Company, Ft. Pierce, FL (Budget Impact - Neutral; estimated annual expenditure of $95,000)
The Board accepted the following recommendation as presented by Procurement Services Director Olsen:

Description/Background: On behalf of Marion County Fleet Management, Procurement advertised two (2) solicitations for the purchase of bulk oil and fluids. The first solicitation did not result in any bids for the department's mandatory 15W40 HD conventional motor oil, and all submitted bids were subsequently rejected.
A second solicitation was advertised and received three (3) vendor responses. Of those, Clardy Oil Company was the only vendor able to supply the required 15W40 HD conventional motor oil and Mercon LV transmission fluid. However, their pricing on other items was significantly higher than competing bids. Palmdale Oil Company submitted a bid that met or exceeded the department's minimum requirements for all other requested items. The third vendor, Safety-Kleen Systems, Inc., was unable to provide products that met Fleet's minimum specifications and was therefore disqualified from consideration.
Mark Williams, Fleet Director, recommends awarding a portion of the scope to Clardy Oil Company and the other portion to Palmdale Oil Company.
Draft contracts for both Clardy Oil Company and Palmdale Oil Company are attached for review. Upon Board approval at today's meeting, the contracts will be forwarded to both vendors for signatures. Once returned, it will be routed to Legal, the Clerk, and Chairman for signatures.
Budget/Impact: Neutral; estimated annual expenditure is $95,000. Estimated expenditures may vary based on actual need, but will not exceed approved budgeted amounts, and will be based on contracted unit costs.
Recommended Action: Motion to approve recommendation and allow staff to issue a contract to Clardy Oil Company and Palmdale Oil Company, and upon approval from Legal, authorize the Chairman and Clerk to execute the contracts under 25B-103.

7.7.4. Request Approval of Change Order 1 to Purchase Order 2401732: 24Q-226 Cross Florida Greenway Baseline Rd. to Santos Paved Trail - Kimley-Horn and Associates, Inc., Ocala, FL (Budget Impact - Neutral; additional expenditure of $15,730)
The Board accepted the following recommendation as presented by Procurement Services Director Olsen:

Description/Background: On September 4, 2024, the Board awarded a contract to Kimley-Horn and Associates, Inc., under RFQ 24Q-226 for the engineering of the Cross Florida Greenway paved trail, extending from the Baseline Road Trailhead

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to the Santos Trailhead. This project involved the development of engineering plans, specifications, cost estimates, bid documents, and permit documents.
Change Order 1 requests approval to add $15,730 to PO 2401732 to conduct a Cultural Resource Assessment Survey (CRAS) as part of FDOT's requirements for this project. The CRAS will help identify potential archaeological sites or historic resources within the project area.
Attached for review is a copy of Change Order 1 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 Clerk for signature.
Budget/Impact: Neutral; additional expenditure of $15,730, bringing the project's total cost to $838,025.18. Funding is available in TIP000024 BL760541-563220 (County Trans Maint Fund).
Recommended Action: Motion to approve Change Orders, authorize the Chairman to execute, and allow staff to process Change Order 1 to Purchase Order 2401732 for Kimley-Horn and Associates, Inc. under project 24Q- 226.

7.7.5. Request Approval of Contract Renewal: 20P-145 Building Condition and Needs Assessment - Partner Assessment Corporation, DBA Partner Engineering and Science, Inc., Torrance, CA (Budget Impact - None)
The Board accepted the following recommendation as presented by Procurement Services Director Olsen:

Description/Background: On July 7, 2020, the Board approved a contract with Partner Assessment Corporation, dba Partner Engineering and Science, Inc. (PES), to provide comprehensive building condition and needs assessments for various County facilities over a term not to exceed ten years. The contract includes four (4) remaining annual renewal options.
PES has consistently received favorable performance evaluations. Based on a request from the Facilities Director, Jared Goodspeed, staff recommends renewing the contract for an additional one year term, extending through July 6, 2026.
A draft amendment to the contract is attached for review. Pending Board approval at today's meeting, the amendment will be forwarded to PES. Upon execution by the firm, it will be routed for final approval by the County Attorney, Chairman, and Clerk.
Budget/Impact: None; Projects assigned to the firm, which exceed $50,000 will be brought back before the Board as a separate task order for review and final approval.
Recommended Action: Motion to approve Contract Renewal and authorize the Chairman and Clerk to execute the contract renewal under 20P-145.

7.7.6. Request Approval of Contract Renewal: 22B-155-CA-01 Emergency and Scheduled Repairs of Utility Infrastructure - T&C Underground, Inc., Ocala, FL (Budget Impact - Neutral; estimated annual expenditure of $191,098)
The Board accepted the following recommendation as presented by Procurement Services Director Olsen:

Description/Background: On August 2, 2022, the Board approved a contract with T&C Underground, Inc. (TCU) on behalf of Marion County Utilities (MCU) for the completion of emergency and scheduled utility infrastructure repairs. These

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services are required when MCU staff are unable to perform the work due to limitations in manpower, workload, or equipment availability.
TCU has agreed to maintain their current pricing for the renewal period and has received favorable performance evaluations throughout the term of the existing contract. Based on their satisfactory performance and continued need for services, MCU recommends renewing the contract with TCU for a term of one (1) year.
Attached for review is the draft contract amendment. Upon approval at today's meeting, the contract will be sent to the firm, and once returned, will be forwarded to Legal, the Clerk and Chairman for signatures.
Budget/Impact: Neutral; estimated annual expenditure is $191,098; however this will be based on the needs of the department. Annual expenditures shall not exceed approved FY budgeted amounts and shall be based on contracted pricing. Funding is from line ZF448536-563102 (Marion County Utility Fund).
Recommended Action: Motion to approve and allow staff to issue, and upon approval from Legal, authorize the Chairman and Clerk to execute the contract renewal under 22B-155-CA-01.

7.7.7. Request Approval of Contract Renewal: 22Q-077-CA-01, Pressure Washing & Painting Contract Services - Quick Painting Group Corp, Orlando, FL (Budget Impact - None)
The Board accepted the following recommendation as presented by Procurement Services Director Olsen:

Description/Background: On May 17, 2022, the Board approved a contract with Quick Painting Group Corp (QPGC) for Pressure Washing & Painting Contract Services for Marion County owned and leased buildings.
QPGC has received favorable evaluations, and Facilities Director, Jared Goodspeed, recommends renewing the contract from July 1, 2025, through June 30, 2026, for their final renewal option.
Attached for review is a draft contract renewal; pending approval at today's meeting, it will be sent to QPGC 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 contractor 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 contract under 22Q-077.

7.7.8. Request Approval of First Contract Amendment: 23Q-163-CA-01 Engineering Consulting Services for Marion County Airport-Parallel Taxiways - Hoyle Tanner & Associates, Inc., Oviedo, FL (Budget Impact - Neutral; expenditure of $438,414)
The Board accepted the following recommendation as presented by Procurement Services Director Olsen:

Description/Background: On November 21, 2023, the Board approved an agreement with Hoyle Tanner & Associates, Inc. to provide engineering and consulting services for Marion County Airport's parallel taxiways. This is a grant funded project through the FAA (90% match funding), FDOT (8% match funding), and local (2% match funding). Due to the grant funding regulations, the

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Construction Engineering Inspection (CEI) services for Phase II of Taxiway A and B would need to be brought back to the Board for approval once construction is ready to begin.

This first contract amendment requests approval to allow Hoyle Tanner & Associates to conduct CEI services for the Construction of Taxiway A, which is a parallel taxiway to the current 05-23 runway. The full parallel taxiway eliminates the need for aircraft to back-taxi on an active runway after landing or before takeoff. The CEI services will consist of project administration, construction administration, and resident engineering services.

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

Budget/Impact: Neutral; project cost is $438,414. Funding is from BQ415542-563101 (Marion County Airport Fund).

Recommended Action: Motion to approve recommendation and allow staff to issue the contract. Upon approval by Legal, authorize the Chairman and Clerk to execute the contract with Hoyle Tanner & Associates, Inc., under 23Q-163-CA-01.

7.7.9. Request Approval of First Contract Amendment and Change Order 1 to Purchase Order 2301458: 23Q-067-CA-01 Irish Acres to Silver Springs Regional Water Main Interconnect - Kimley-Horn and Associates, Inc., Ocala, FL (Budget Impact - Neutral; additional expenditure of $77,888)

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

Description/Background: On July 18, 2023, the Board approved a contract 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. Since project initiation, Marion County Utilities (MCU) has requested a change in the scope of work related to engineering design. In support of this revised scope, MCU has secured a grant from the Florida Department of Environmental Protection (FDEP) in the amount of $77,887.50. Due to the changes, a contract amendment and change order to the purchase order need to be completed.

This First Contract Amendment, being presented today, modifies Exhibit A to include the consultant's additional services and fees associated with the revised engineering design. MCU has requested that KHA prepare a plan that would allow the interconnect 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, which would avoid conflicts with multiple existing utilities in the area. Furthermore, MCU has requested that KHA split the construction plans into two (2) phases. The first phase (Phase 1) would include the interconnect between the Highway 441/Highway 326 intersection and the NE 40th Avenue Road/NE 49th Street intersection and the water main extension along NE 36th Avenue between NE 49th Street and NE 35th Street. The second phase (Phase 2) will continue the

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interconnect east from the end of Phase 1 to the Silver Springs Regional Interconnect location.
Change Order 1, also presented for consideration today, adds a second line to the purchase order to allocate the FDEP grant funds to the project.
Attached for review is the First Contract Amendment and Change Order 1. Upon Board approval, the Contract Amendment will be routed to KHA for signatures. Once signed and returned, it will be submitted to the County Attorney, Clerk and Chairman for final signatures. The Change Order will also be submitted to the Clerk and Chairman for execution.
Budget/Impact: Neutral; additional expenditure of $77,887.50 is a grant from FDEP and will be added to the purchase order as a second line with the project string UTC000202-CIP UTILITY-NEWINF CNS-448. This will bring the total purchase order amount to $435,167.50.
Recommended Action: Motion to approve and authorize the Chairman and Clerk to execute the First Contract Amendment and Change Order 1 for Kimley-Horn and Associates, Inc., under 23Q-067.

7.7.10. Request Approval for Ratification of ArcGIS Urban and ArcGIS Online Professional Plus Annual Subscription Purchase for Growth Services: 23BE-132 - Environmental Systems Research Institute, Inc., Redlands, CA (Budget Impact - Neutral; expenditure of $59,400)
The Board accepted the following recommendation as presented by Procurement Services Director Olsen:

Description/Background: On behalf of Information Technology and Growth Services, Procurement Services is requesting ratification for the ArcGIS Urban Initial Capability Deployment and Knowledge Transfer Workshop which includes the ArcGIS Online Professional Plus Annual Subscription. ArcGIS Urban is a web-based platform that supports planners and urban designers in visualizing, analyzing, and collaborating on development projects in a 3D environment. It enables data-driven decision-making by modeling zoning, land use, and development scenarios to assess potential impacts and support sustainable growth. The tool facilitates collaboration among planners, stakeholders, and the community. ESRI will assist with data import and training, after which the County will be responsible for ongoing updates related to parcel changes, boundary adjustments, and new project additions.
To initiate the project and maintain the planned schedule, a ratification of the purchase is necessary. While the purchase was intended to be included on the previous agenda for approval, the submission deadline was inadvertently missed. As a result, the item is now being presented for ratification to ensure the project proceeds without delay.
Budget/Impact: Neutral; expenditure of $59,400. Funding is from the following lines:
AA320515-531109 - $51,000 (General Fund)
AA320515-552106 - $8,400 (General Fund).
Recommended Action: Motion to ratify the expenditure as related to the ArcGIS Urban and ArcGIS Online Professional Plus Annual Subscription Purchase under 23BE-132.

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7.7.11. Request Approval of Task Order for Engineering Design Support Services: 20Q-074-TO-36 Maricamp Water Main Replacement - Kimley-Horn and Associates, Inc., Raleigh, NC (Budget Impact - Neutral; expenditure of $96,583)
The following recommendation as presented by Procurement Services Director Olsen was withdrawn.

Description/Background: On July 21, 2020, the Board approved contracts with five (5) firms to provide Utilities Engineering Design Support Services for the County. Under this agreement, Marion County Utilities (MCU) has assigned Kimley-Horn and Associates, Inc. (KHA) to provide comprehensive engineering design services for the replacement of an existing 12-inch water main along SE Maricamp Road. The new main will consolidate and replace two aging water lines that have experienced frequent leaks. Additionally, the project will complete a loop in the water distribution system, thereby enhancing system reliability and operational efficiency in the area.

As part of the project, KHA will coordinate with survey and geotechnical subconsultants and provide quality assurance and control throughout the project design process. KHA will prepare design plans based on current utility locations and include all necessary technical specifications. The firm will also participate in design review meetings with MCU and the Office of the County Engineer (OCE) staff to ensure alignment throughout the process. The final design submittal will incorporate all necessary refinements, including vertical alignment and project-specific details. In addition, KHA will support MCU during the bidding phase by providing typical bidding assistance and engaging with prospective bidders as needed.

A copy of KHA's proposal and scope of work is attached for review and will be included as backup documentation for the associated purchase order.

Budget/Impact: Neutral; expenditure of $96,582.50. Funding for this project is from line ZF448536-563102 (Marion County Utility Fund), Project UTC000094.

Recommended Action: Motion to approve the recommendation and authorize staff to issue the purchase order to Kimley- Horn and Associates, Inc. under 20Q-074.

7.7.12. Request Approval of Purchases $50,000 and Over

Description/Background: The item below has been received by Procurement Services and is in conformance with the Procurement Code/Manual, pending approval at today's meeting.

Pending Requisition/Alan Jay Fleet Sales - Public Safety Communications requests approval to purchase one (1) 2025 Chevy Silverado 2500 HD Crew Cab Pickup 4WD WT 6.5' BED ($55,065), as per specifications detailed on the attached quote. Total expenditure of $55,065. Funds are available in line VJ734525-564101 (INFRAST SURTAX CAP PROJ FUND). This purchase meets the competitive bidding requirements under Sourcewell Contract #2024 0911521-NAF & 060920-NAF.

Recommended Action: Motion to approve purchases over $50,000.

7.8. Tourist Development:

7.8.1. Request Approval of Tourist Development Council Request for Room Night Generating Event Funding for the Dixie Softball State Tournament Hosted by the

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Belleview Girls Softball Association, Inc. (Budget Impact - Neutral; expenditure of up to $12,012)
The Board accepted the following recommendation as presented by Tourist Development Director Loretta Schaffer:

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. This funding contract is for the Dixie Softball State Tournament hosted by Belleview Girls Softball Association, Inc. to be held June 25-29, 2025, at Belleview Sportsplex. The estimated economic impact for this event is $1,697,760 and is anticipated to produce a 268% return on investment. This event was recommended for funding by the TDC at their regularly scheduled meeting on March 28, 2025, in the amount of $12,012.
Budget/Impact: Neutral; expenditure of up to $12,012. 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.

7.8.2. Request Approval of Tourist Development Council Funding Request for City of Ocala, for Benefit of, the Recreation and Parks Division/Department for the Patriotic Skies Event (Budget Impact - Neutral; expenditure of $6,100)
The Board accepted the following recommendation as presented by Tourist Development Director Loretta Schaffer:

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. This funding contract is for the 2025 Patriotic Skies hosted by City of Ocala benefitting the Recreation and Parks Division/Department to be held July 4th, 2025, at Tuscawilla Park. This event was recommended for funding in the amount of $6,100 by the TDC at their regularly scheduled meeting on May 21, 2025.
Budget/Impact: Neutral; expenditure of $6,100. Funding from CP15552-548101.
Recommended Action: Motion to approve the Tourist Development Council funding request and authorize the Chairman and Clerk to execute attached funding agreement. Approval of this agreement is an acknowledgement that the event promotes tourism in the State of Florida and one of its primary purposes is the attraction of tourists.

7.9. Transportation - County Engineer:
7.9.1. Request Approval of a Florida Department of Transportation State - Funded Grant Supplemental Agreement and Resolution for Design of the Proposed Dunnellon Trail Project in Marion County (Budget Impact - Neutral)

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The Board accepted the following recommendation to adopt Resolution 25-R-176 as presented by County Engineer Steven Cohoon, Office of the County Engineer, (OCE):

Description/Background: The County previously entered into a State-Funded Grant Agreement with the Florida Department of Transportation (FDOT), for Grant Agreement Contract Number G2F85, FPN 450918-1-34-01 also known as the Dunnellon Trail project, on behalf of the City of Dunnellon.

At the May 21, 2024, meeting of the Marion County Board of County Commissioners (BCC), a letter from the City of Dunnellon was presented for notation, formally requesting the termination of the Dunnellon Trail Project. The project, identified by FDOT Financial Project Numbers 450918-1-34-01 (design) and 450918-1-54-01 (construction), was originally planned to enhance regional trail connectivity and recreational opportunities. However, the City cited feasibility concerns and a reassessment of the project's overall benefit as reasons for seeking its cancellation.

This Supplemental Agreement (SA) documents the reduction in the Scope of Work. Funding is unchanged, with the Grant amount remaining $375,000.00. The limits of the project are 50 feet west of Adams Street to the Blue Run of Dunnellon Park, along CR 484 (aka Pennsylvania Avenue), for a total length of approximately 0.12 miles. However, the multi-use trail limits are reduced to a pedestrian crossing along the CR 484 bridge, connecting to Blue Run Park. The overall project limits will provide for three (3) crosswalks, including midblock crossings with Rectangular Rapid Flashing Beacons (RRFBs).

Budget/Impact: Neutral - $375,000.00 grant reimbursement for design accounted for in original Agreement; unaffected by this Supplemental Grant Agreement.

Recommended Action: Motion to approve the attached Supplemental Grant Agreement and Resolution, and authorize the Chairman and Clerk to execute the same.

Resolution 25-R-176 is entitled:

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, APPROVING A STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT SUPPLEMENTAL AGREEMENT, AND AUTHORIZING THE CHAIR AND CLERK TO EXECUTE SAME; PROVIDING AN EFFECTIVE DATE.

7.9.2. Request Approval of a Florida Department of Transportation State - Funded Grant Supplemental Agreement and Resolution for Construction of the Proposed Dunnellon Trail Project in Marion County (Budget Impact - Decrease; reduction in grant and estimated expenditures by $589,417)

The Board accepted the following recommendation to adopt Resolution 25-R-177 as presented by County Engineer Cohoon, OCE:

Description/Background: The County previously entered into a State-Funded Grant Agreement with the Florida Department of Transportation (FDOT), for Grant Agreement Contract Number G2L16 FPN 450918-1-54-01, also known as the Dunnellon Trail Project, on behalf of the City of Dunnellon.

At the May 21, 2024 meeting of the Marion County Board of County Commissioners (BCC), a letter from the City of Dunnellon was presented for notation, formally requesting the termination of the Dunnellon Trail Project. The project, identified by FDOT Financial Project Numbers 450918-1-34-01 (design)

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and 450918-1-54-01 (construction), was originally planned to enhance regional trail connectivity and recreational opportunities. However, the City cited feasibility concerns and a reassessment of the project's overall benefit as reasons for seeking its cancellation.

This Supplemental Agreement (SA) reflects the reduction of Construction Funding in the amount of ($589,417.00) resulting from the reduced Scope of Work. The revised Supplemental Grant Agreement Amount is $2,162,000.00. The limits of the project are 50 feet west of Adams Street to the Blue Run of Dunnellon Park, along CR 484 (aka Pennsylvania Avenue), for a total length of approximately 0.12 miles. However, the multi-use trail limits are reduced to a pedestrian crossing along the CR 484 bridge, connecting to Blue Run Park. The overall project limits will provide for three (3) crosswalks, including midblock crossings with Rectangular Rapid Flashing Beacons (RRFBs).

Budget/Impact: Decrease; reduction in grant and estimated project expenditures by $589,417.

Recommended Action: Motion to approve the attached Supplemental Grant Agreement and Resolution, and authorize the Chairman and Clerk to execute the same.

Resolution 25-R-177 is entitled:

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, APPROVING A STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT SUPPLEMENTAL AGREEMENT, AND AUTHORIZING THE CHAIR AND CLERK TO EXECUTE SAME; PROVIDING AN EFFECTIVE DATE.

7.9.3. Request to Approve a Resolution Associated with a Release of Easement Between Marion County and the State of Florida Department of Transportation for Parcel Numbers 3196-002-005 and 3196-002-006 Related to a Road Construction Project on State Road 40 (Budget Impact - None)

The Board accepted the following recommendation to adopt Resolution 25-R-178 as presented by County Engineer Cohoon, OCE:

Description/Background: This is a request to approve a Resolution associated with a Release of Easement between Marion County and the State of Florida Department of Transportation (FDOT) for parcels 3196-002-005 and 3196-002-006 related to a road construction project on SR 40. The parcels are located in the southwest corner of the SR 40 and NE 175th Terrace Road intersection.

The Release of Easement was previously approved by the Board of County Commissioners on November 5, 2024, and recorded on November 11, 2024, OR BK 8477 PGS 942-944. However, FDOT requested that a Resolution also be provided for this action.

Budget/Impact: None.

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

7.9.4. Request Approval of Marion County Subdivision Improvement Agreement with Surety Bond for R.L.R. Investments, LLC for Debonair Estates Phases 1 and 2 Subdivision, Application Number 32856 (Budget Impact - None)

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

Description/Background: The Debonair Estates Phases 1 and 2 Final Plat is being considered concurrently with this Subdivision Improvement Agreement with Surety Bond. Land Development Code Section 2.18.4.D states that a security, limited to an irrevocable letter of credit, bond, or other form approved by the County Attorney, shall be provided in the amount of 120 percent of the estimated cost of remaining improvements.

The County Attorney's office has reviewed and approved the Subdivision Improvement Agreement with Surety Bond in the amount of $5,645,034.94, including landscaping. This subdivision is located in the western portion of the County containing 79 lots, 9 tracts, and 1.53 miles of road on approximately 131.81 acres.

Budget/Impact: None.

Recommended Action: Motion to approve the attached Marion County Subdivision Improvement Agreement with Surety Bond and to authorize the Chairman and Clerk to execute the same.

7.9.5. Request Approval of Marion County Subdivision Improvement Agreement with Surety Bond for Spires 27, LLC for Spires 27 Apartments, Project 2022030292 (Budget Impact - None)

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

Description/Background: Land Development Code (LDC) Section 2.18.4.D states that a security, limited to an irrevocable letter of credit, bond, or other form approved by the County Attorney, shall be provided in the amount of 120 percent of the estimated cost of remaining improvements.

Spires previously requested to pay $370,061.34 into the County's Tree Mitigation Fund in lieu of installing replacement trees. The Board approved this request during their regular meeting on July 18, 2023. Spires believes they are able to plant most, if not all required replacement trees, and seeks to rescind their obligation to pay the total amount, or pay a much-reduced amount. In order to meet project timelines, they have provided a Subdivision Improvement Agreement with Bond in the amount of $196,800.00.

This apartment complex is located in the northwest central portion of the County on approximately 27.07 acres.

Budget/Impact: None.

Recommended Action: Motion to rescind approval for the $370,061.34 payment into the County's Tree Mitigation Fund, allow a reduced payment if necessary, approve the attached Marion County Subdivision Improvement Agreement with Surety Bond, and authorize the Chairman and Clerk to execute the same.

8. COUNTY ATTORNEY:

8.1. Request Consideration of Reduction and/or Release of Civil Restitution Lien for Robert Strickland

County Attorney Matthew G. Minter, Legal, presented the following recommendation:

Description/Background: On May 15, 2025, the County Attorney's Office received a request from Robert Strickland for a Release/Reduction of his Civil Restitution

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Lien from Case No. 2012-CT-2874, recorded at OR Book 5685, Page 478 on June 5, 2012. Mr. Strickland is requesting a reduction of the Civil Restitution/Cost of Incarceration Lien totaling $7,791.98, with $4,500.00 remaining in judgment and $3,291.98 in interest.

On April 12, 2012, Mr. Strickland was arrested for Driving While License Suspended, Revoked, Canceled, Prior Offense (First Degree Misdemeanor) in Case No. 2012-CT-2874. On April 13, 2012, he was sentenced to 90 days in Jail; the Court imposed a Judgment of Cost of incarceration of $4,500.00 (sentence 90 days x $50 per day). He served 89 days in the Marion County jail and was an Inmate Worker for 73 days. Therefore, he was in jail for 16 days where he was not an inmate worker. He has paid all other fines and court costs for this case.

Budget/Impact: None.

Recommended Action: Motion to approve or deny Robert Strickland's request for a Reduction and/or Release of the Civil Restitution Lien recorded in OR Book 5685, Page 478 on June 5, 2012.

County Attorney Mathew G. Minter, Legal, provided a brief overview of the Civil Restitution Liens. He advised that Robert Strickland is unique in his circumstance, noting he was an inmate worker for 73 out of 89 days he served in jail. Mr. Minter stated Mr. Strickland is requesting a reduction or elimination of his Civil Restitution Liens and the accrued interest.

Commissioner Stone advised that historically how the Board has handled these matters in the past is applying a credit for the days served as an inmate worker, which would reduce the amount owed. She stated there is also the opportunity for the Board to waive the interest.

Mr. Minter stated $800.00 would be the remaining amount if the reduction is applied.

Robert Strickland, 80th Avenue, Chiefland, confirmed he has been advised on the process.

Chairman Bryant gave a brief overview of how the BCC typically handles Civil Restitution Liens.

A motion was made by Commissioner Stone, seconded by Commissioner Zalak, to waive all interest fees, credit the 73 days as an inmate worker and reduce the total lien to $800.00. The motion passed unanimously by the Board (4-0).

8.2. Request Approval of Amended and Restated Initial Assessment Resolution for Fire Rescue

County Attorney Minter, Legal, presented the following recommendation:

Description/Background: The attached Amended and Restated Initial Assessment Resolution has been prepared to provide for rate increases necessary to fund the proposed Marion County Fire Rescue budget for FY 2025-26. A form of notice is attached to the resolution.

Budget/Impact: None.

Recommended Action: Motion to approve the Amended and Restated Initial Assessment Resolution for Fire Rescue.

County Attorney Minter, Legal, gave a brief overview of the amended and restated Resolution and introduced the County's outside council, Heather Encinosa.

Heather Encinosa, Nabors Giblin and Nickerson, Mahan Drive, Tallahassee, advised that the Initial Assessment Resolution is the first step in approving the new updated report. She stated this Resolution makes certain Legislative findings and establishes

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apportionment methodology, noting this was gone through in the prior workshop. Ms. Encinosa advised that Section 10 of the Resolution establishes the maximum assessed cost and the maximum assessment rates. She provided an overview of how these rates are determined. Ms. Encinosa stated the Resolution directs the preparation of the assessment role, noting it also establishes the September 10, 2025 public hearing. The public hearing is where the BCC will make the final decision. She provided a brief overview for the procedure of this hearing.
Chairman Bryant questioned whether the Ordinance on the public hearing date has an established time. Ms. Encinosa advised that it is set for 2:00 p.m. on September 10, 2025.
Chairman Bryant stated the public has not had an opportunity to comment on this, noting she'd like to adjust the time to 5:30 p.m. on September 10, 2025.
General discussion ensued.
A motion was made by Commissioner Zalak, seconded by Commissioner McClain, to adopt the Amended and Restated Initial Assessment Resolution 25-R-179 for Fire Rescue and adjust the hearing time to 5:30 p.m. on September 10, 2025. The motion passed unanimously (4-0).
(Ed. Note: this matter was addressed later in the meeting.)
Commissioner Zalak expressed his gratitude for Ms. Encinosa's work on the committee for tax issues with the Florida Association of Counties (FAC).
General discussion ensued.

8.3. Request Authorization to Proceed with the Filing of Legal Action for an Abatement of a Nuisance (Remove Unsafe Building/Structure) on Property Owned by the Estates of Christal Norris and Carl Norris
County Attorney Minter, Legal, presented the following recommendation:

> Description/Background: The County Attorney is requesting authorization to proceed with the filing of a complaint to abate a nuisance and remove unsafe buildings/structures on property currently owned by the Estates of Christal Norris and Carl Norris. The property owners died in 2011 and 2017. The owners' daughter is not living on the property and her whereabouts in the County are unknown. Code Enforcement initiated its case in 2023 and obtained two (2) orders from the Code Enforcement Board, resulting in Code Enforcement cleaning up the junk and debris which existed on the property. During the cleanup, the unsafe structure was discovered. Squatters currently occupy the structure now deemed unsafe and are maintaining the property in a public nuisance condition. Code Enforcement is within its authority to abate the nuisance by removing the unsafe structures; however, due to the buildings being occupied and there being no readily identifiable owner, the County Attorney recommends filing an enjoinment of nuisance action with the 5th Judicial Circuit Court to obtain a Court Order to allow the removal of the unsafe structures on the property.
>
> Budget/Impact: None.
>
> Recommended Action: Motion to authorize County Attorney to proceed with legal action for an abatement of a nuisance by removing unsafe structures.

County Attorney Minter, Legal, stated the County does not currently have any provisions in the Code regarding authorization to initiate civil actions for abatement relating to whether or not Legal needs Board authorization. He opined that in the absence of an expressed provision, the BCC should be who authorizes any legal action against someone; however, it would be in the Boards best interest to add language to the County

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Code for cases that meet a well-defined set of circumstances to give staff some ability to proceed without the Board.
Mr. Minter advised that this particular case in requesting a specific authorization for an abatement of a nuisance.
Assistant County Attorney, Linda Blackburn, Legal, noted Supervisor Robin Hough, Code Enforcement is in attendance with her today. She stated Code Enforcement went through the motions for abating the nuisance for junk and debris and found that there is an unsafe structure on the property. Ms. Blackburn advised that Florida Statutes (FS) allows them to get an injunction to abate the nuisance. She stated the County Ordinance stipulates they can do that on their own, but in this particular situation the owners have passed and there are now occupants that are not owners. Ms. Blackburn advised that she is seeking Circuit Court approval to enjoin the nuisance.
Commissioner Zalak questioned whether there is something in the Ordinance that needs to be modified to be able to expedite the process. He commented on the issue of squatters in vacant properties. Ms. Blackburn clarified the Ordinance currently allows Code Enforcement to abate the nuisance and remove the unsafe structure with a building official's approval. She stated the additional oversight staff are looking for is because there is nonowner occupants in this property.
A motion was made by Commissioner Zalak, seconded by Commissioner Stone, to approve and authorize County Attorney to proceed with legal action for an abatement of a nuisance by removing unsafe structures. The motion passed unanimously (4-0).

9. COUNTY ADMINISTRATOR:
9.1. Update on the Reassignment Request of Lake County from Medical Examiner District 5 to District 24
County Administrator Mounir Bouyounes, Administration, presented the following recommendation:

Description/Background: At the May 14, 2025, Medical Examiner Advisory Committee meeting, Seminole and Lake County presented a plan to the Committee for consideration of the reassignment of Lake County from Medical Examiner District 5 to District 24. The plan provided two options for the committee to support the reassignment and make what they believe to be a successful transition. Both options have been approved by the Boards of County Commissioners for both Lake County (LAKE) and Seminole County (SEMINOLE).
Option One (1):

- LAKE and SEMINOLE operate as District 24 in the current location at 809 Pine Street, Leesburg, Florida 32748.
- District 5 builds a new building and transfers to the facility by the end of the term of the current operating agreement.
- District 5 fully supports the reassignment of LAKE to District 24 and writes a letter of support to the State's Medical Examiner commission supporting this.
- All parties agree that if District 5 is working diligently in good faith to complete the construction of the new facility, and a delay should occur, the current operating agreement will be extended by all parties to mitigate the impact of this delay without changing any other terms in the agreement.

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- LAKE and SEMINOLE agree to pay some reasonable portion of the cost incurred by Marion County (MARION) after a review of the documents requested by SEMIOLE in their March 31, 2025, letter to Marion.

Option Two (2):

- LAKE and SEMINOLE operate as District 24 in a new location within the newly formed District 24 boundary by the end of the term of the current operating agreement.
- District 5 operates in the current location at 809 Pine Street, Leesburg, Florida 32748.
- District 5 fully supports the reassignment of LAKE to District 24 and writes a letter of support other the State's Medical Examiner commission supporting this.
- All parties agree that if District 24 is working diligently in good faith to complete the construction of the new facility, and a delay should occur, the current operating agreement will be extended by all parties to mitigate the impact of this delay without changing any other terms

Both LAKE and SEMINOLE believe that either of these options will provide for a fair and amicable transition that will not impact services to any constituents.

In addition to the options provided by Lake and Seminole County, Marion County staff has provided this board with the following options to consider:

Option One (1):

- Maintain both districts' make up as is currently.
- Maximize the use of the existing site in Leesburg for both districts and plan on constructing a satellite facility in Summerfield to add capacity when needed.
- Reexamine the cost allocation methodology to address all concerns.

Option Two (2):

- District 24 (Seminole County) exits the partnership and operates its own facility at a location to be determined by the end of the current agreement.
- Lake County reconsiders its reassignment request and stays in District 5.
- District 5 reexamines the cost allocation methodology to address all concerns.
- District 5 reexamines its capacity needs in light of the new workload due to Seminole County leaving and develop a new plan using the existing building in Leesburg and build a satellite office in Summerfield when needed.

Option Three (3):

- Lake County reassigned to District 24 and together with Seminole County construct and operate a new facility at a location to be determine and relocate by the end of the current operating agreement.
- District 5 continues to operate in the current location in Leesburg.
- District 5 obtains clear title to the existing facility in Leesburg thru an arrangement with Lake County.
- District 5 reexamines existing capacity at the current building and plan accordingly based on the new workload due to Lake and Seminole leaving.
- District 5 will not object to the reassignment of Lake County as requested.

Option Four (4):

- Lake County reassigned to District 24 to join Seminole County.

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- District 24 continues to operate in the current location in Leesburg.
- District 24 obtains a clear title to the existing facility thru an arrangement with District 5.
- District 5 will not object to the reassignment of Lake County as requested.
- District 5 reexamines its capacity plan and continues to operate in the current facility in Leesburg until state and local funds are secured to construct a new facility in Summerfield.

Budget/Impact: To be determined based on final agreements between the districts.
Recommended Action: Discussion and direction to Staff to bring back an option to the Medical Examiner Advisory Committee meeting on June 19, 2025.

County Administrator Bouyounes gave a brief overview of the original 2 options presented by Seminole County and Lake County on pages 1541 and 1542 of the Agenda Packet. He stated in addition to those options Marion County staff are providing another 4 options to be considered, noting they are minor variations from what Lake County provided except Option 1. Mr. Bouyounes advised that Option 1 will provide that the BCC is willing to go back and reexamine the cost allocation, which was a major issue for Lake County. He stated he would like direction from the Board on what to present for the June 19, 2025 Medical Examiner Committee meeting. Mr. Bouyounes advised that he heard from Sumter County and Hernando County and both Boards have decided to go with Option 2 that was presented by Lake County and Seminole County. He clarified that Option 2 states District 5 will continue operating from the existing building in Leesburg for as long as there is capacity, noting this will give the opportunity to Lake and Seminole to have their exit plan by the end of the existing agreement that is currently in place. Mr. Bouyounes advised that Citrus County has always stated they are in support of whatever Marion County recommends.

Chairman Bryant stated Commissioner Stone has been the Liaison for this process and requested her input.

Commissioner Stone opined that it is important to give several options to the Medical Examiner Board, which would show that every outcome has been looked at and considered to keep District 5 together. She advised that if Lake County is still insistent on leaving that Marion County wants to maintain that building, noting this is the direction of other Counties as well. Commissioner Stone stated at the last meeting, all of the Counties shared that they would like Lake County to reconsider their position and stay with District 5. She opined other options should be included in the presentation, notably Option 3. Commissioner Stone clarified Option 3 reassigns Lake County; however, it says operations will remain in the current building with Marion County holding the clear title to the current property. She advised that the meeting on June 19, 2025, will have more conversation taking place with all 6 Counties, noting several options will be in front of the Medical Examiners Board.

Mr. Bouyounes stated if the Board decides to go with Option 2 presented by Lake County, then he would like permission to present all options in case it ends up in front of the Medical Examiner's Commission to show they have tried everything to make it financially feasible for all parties. He advised that Option 2 from Seminole County is requesting a letter from the BCC in support of Lake County's exit; however, Commissioner Stone emphasized at the meeting that the BCC will not recommend this letter. Mr. Bouyounes clarified that Commissioner Stone did say the Board would consider a letter of no objection.

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Commissioner Stone opined that she does not want to see District 5 break-up, noting this includes other pieces and stakeholders, such as the Sheriff and Public Defender's Office.
Chairman Bryant questioned whether those entities have weighed in on the matter.
Commissioner Stone stated they previously expressed being against the break-up, but that many of them were blindsided and unaware that this was being considered.
Commissioner McClain opined that if the Board goes with Option 2, they already know the facility is over capacity and not adequate for what the County needs.
Commissioner Stone stated this would not be the case if they lost Lake County.
Commissioner McClain expressed concern on how long Marion County would still be stuck with the workload of Lake County while the MCBCC go through the process of either locating or building a new facility. He stated if just Seminole County were to leave then they could regain some of that capacity, but if both were to leave with no timeline the County would be stuck in an inadequate facility.
Chairman Bryant stated the BCC has expressed the desire for Seminole County to leave.
Commissioner Stone advised that originally all parties were petitioning for a new building from the State Legislature, noting this was put on hold because of the current situation.
Commissioner McClain stated Lake County has been committed to this project, noting for them to say they are going to leave some time in the future while staying in the current facility forcing staff to operate out of the same building is not right. He opined that if either Seminole County or Lake County want to leave they would need to do so now.
Mr. Bouyounes clarified that the Proposal in Option 2 is to leave at the end of the existing contract, which was signed in October of 2024 and is valid for 5 years.
General discussion ensued.
Mr. Minter advised that there would be some legal issues amongst the Counties on this matter. He stated if an individual County wanted to leave, it could do so upon giving the required notice in the agreement.
Chairman Bryant passed the gavel to Commissioner Zalak who assumed the Chair.
Commissioner Bryant out at 10:51 a.m.
Mr. Minter opined that it is his personal interpretation of the agreement that other Counties can't force an individual County to leave. He advised that the Medical Examiner Committee cannot vote a County out, noting they can remain for the balance of the contract ending in 2029.
Commissioner Stone questioned whether the estimated $30,000.00 they have not agreed to pay at the moment is enough grievance to ask for their exit. Mr. Minter advised that the Board could utilize the disputed Resolution procedure, but there are other issues related to that estimate he will discuss during one-on-ones with the BCC.
Commissioner Bryant returned at 10:53 a.m.
Chairman Zalak returned the gavel to Commissioner Bryant, who resumed the Chair.
General discussion ensued.
Mr. Bouyounes stated that the request from these 2 Counties is to separate the 2 Districts and reassign a member of District 5 to District 24. He opined that for this to work the Board would need a unanimous decision on a new agreement for separation, noting the operation agreement is in place for 5 years.
Commissioner McClain questioned why an agreement would be needed to separate the two. He commented on Mr. Minter's statement regarding Lake County and Seminole County's freedom to leave, noting the issue at hand is the building. Mr. Minter advised that for Lake County to leave they would need approval from the State, but Seminole County can leave at any point.

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General discussion ensued.
Mr. Minter stated there are two main issues relating to the building; the October, 2024, Interlocal Agreement (ILA) with certain provisions that have to be followed and the deed from Lake County to Marion County of the building. He advised that the deeds are not parallel with each other, noting the deed provides that the building would automatically revert to Lake County upon ceasing to be used as a Medical Examiners facility for all 6 Counties. He gave a brief overview of the language in the deed. Mr. Minter clarified that the October, 2024, ILA does not talk about a reverter, but it does say in summary that in such time that Marion County would complete the new building then Marion County would deed the Leesburg facility back to Lake County.
Commissioner Zalak opined that this means the BCC needs to be unanimously opposed to Lake County leaving.
Commissioner Stone advised that all 6 Counties should be continuing to operate there for it to remain a good clear title.
Commissioner Zalak stated litigation could be held on this question over the next 5 years, noting the Courts could decide.
Mr. Minter stated when they come together at the June 19, 2025, meeting it will give the opportunity to further discuss the issues; however, mediating this through the meetings would be more ideal than going to court because of time delays.
Commissioner McClain stated he has a hard time believing the departure of 1 County could direct the facility back to Lake County.
Mr. Minter stated the issue of the reverter is more for the benefit of Lake County than it is for Seminole County, noting Lake County owned the property. He opined that he does not think Seminole County would be the ones to claim it reverts, noting that if Lake County wanted to stay in District 5 they wouldn't be making the claim.
Commissioner McClain stated if Seminole County decided to leave there would only be 5 Counties remaining, which would require the building to revert back to Lake County.
Mr. Minter advised that they could make that argument; however, the party that would be the one to assert that right (that it automatically reverts) would be Lake County rather than Seminole County. He stated if Seminole County wanted to leave by themselves that he does not think Lake County would want to exercise the reverter even if they thought they had that right. Mr. Minter advised that Seminole County never owned the building; therefore they would have no right to press the issue.
Commissioner Zalak opined that none of these problems are actual issues because unless Marion County builds another building and moves out with the other 4 or 5 Counties then it makes no sense for Seminole County and Lake County to pursue this. He stated those Counties are worried about the cost allocation of a small dollar amount; however, if Marion County does not move out then they cannot save any money. He commented on the funds it would take for them to operate on their own operation.
Commissioner Stone advised that Seminole County has a separate agreement with Dr. Barbara C. Wolf, Districts 5 and 24 Medical Examiner, to provide services. She stated if Seminole County leaves today, they are still under agreement.
Commissioner Zalak questioned whether the Agreement Seminole County has with Dr. Wolf specifically stipulates operating within the facility. Commissioner Stone advised that their ability to operate in that facility is with the ILA that all parties have signed; however, even if they leave, they will continue to be serviced by Dr. Wolf and her team. She stated that Dr. Wolf has stated she will not operate out of funeral homes.

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Commissioner Zalak opined that he would like to have a Request for Proposal (RFP) for Medical Examiner Services, noting one has not been done in some time. He stated the RFP would offer transparency.
Commissioner Stone advised she is unsure of when that contract expires, but that it is worth looking into. She stated the Medical Examiner Advisory Board would all have to vote to agree.
Commissioner Zalak opined that there has been enough controversy and turmoil in this situation that there has not been enough good faith put there.
Mr. Bouyounes advised that if the Board is leaning toward Option 2 there are a lot of details that still need to be worked out; however, it may or may not be a new agreement to organize that separation. He opined that they should not take anything said in a meeting with the other Counties as a commitment, noting any agreement should be in writing with details and signed by all parties.
Commissioner Stone stated additionally the Counties are looking to turn the decision back to the Medical Examiner Board. She advised that they are not considering meetings to talk to the stakeholders and work through details.
Commissioner Zalak stated he had heard from State Attorney Bill Gladson that he was not in favor of the separation. He expressed concern with bringing bureaucracy into police investigations of suspicious deaths. Commissioner Zalak opined that until the issues with the deed for the building are settled the Board shouldn't let Lake County out.
Chairman Bryant opined that the best thing to do in relation to a letter of support is to have letters from the stakeholders and then go along with them in lockstep because of the points that have been raised. She advised that it could complicate death investigations.
Commissioner Zalak questioned whether the State Attorney had made comments to Commissioner Stone as well. Commissioner Stone stated she spoke with him. She advised that the BCC has asked the representative from Lake County, Commissioner Parks, to go back to his Board and share on behalf of all of District 5 that Marion County does not want to see them leave. Commissioner Stone stated the Board is very open to negotiations like reviewing the cost allocation in an attempt to keep District 5 together.
General discussion ensued.
Chairman Bryant stated the BCC wants to present more than just the two options because it is in the County's best interest. She stated staff will need to reach out to stakeholders and get some concrete letters stating their position on the issues. Chairman Bryant advised that the Board will not issue a letter of support for Lake County to leave and break up the District.
Mr. Bouyounes questioned whether it is Option 2 that Marion County the BCC has decided to go with. Commissioner Stone advised that is the intention; however, the clouded title issues need to be addressed.
Commissioner Zalak stated if Lake County stays, then the title problem is no longer an issue.
General discussion ensued.
Commissioner Stone advised that the Board should amend Option 2 to include the removal of the reverter clause and the property stays with Marion County to clear the title.
Commissioner Zalak opined that the other Option 2 presented by Lake County would be fine, but the criminal investigation interference is still an issue and considerable factor in this decision.

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Chairman Bryant stated the Board could move forward with Option 2 with those supporting documents from the stakeholders and a letter from the BCC in opposition.
Mr. Minter advised that Seminole County is in the 18th Judicial Circuit, noting we are in the 5th Judicial Circuit. He stated Seminole County's current State Attorney for the 18th Judicial Circuit's autopsies are being performed here.
Commissioner Zalak opined that they should have a list of concerns from the State Attorney's Offices in relation to their process for autopsies to avoid hindering investigations in suspicious deaths.
Commissioner Stone advised that if Lake County wants to leave then the Board should consider Option 3. This allows them to leave while keeping the clear title with Marion County.
Commissioner Stone questioned whether there is any reason they can't provide 4 different options.
Commissioner McClain stated he has a problem with the absence of a timeline, noting there should be one that is less than 5 years to avoid being in an inadequate facility for the remainder of the ILA.
Mr. Bouyounes advised that the BCC can move forward with Option 2 and Option 3. He stated they can modify Option 2 to clean the title and Option 3 to have a timeline for them to leave to reflect the Board's desires.
Commissioner Stone clarified that they have the 2 options that have been presented by Seminole County and Lake County along with Option 2 and Option 3 that Marion County has provided to have 4 total different options to discuss and present for the Medical Examiner Board to consider.
General discussion ensued.
Commissioner Stone advised that the Medical Examiner Board will be looking for the parties to agree.
Chairman Bryant stated this is why this process will prove they have given viable options.
Mr. Minter clarified stakeholders refer to the 5th Judicial Circuit State Attorney, the Public Defender for the 5th Judicial Circuit and Sheriffs from all Counties involved
A motion was made by Commissioner Stone, seconded by Commissioner Zalak, to present the following options to the Medical Examiner Advisory Committee meeting on June 19, 2025: Marion County's Option 2 along with letters of position from District 5 stakeholders; and Marion County Option 3 including a timeline should Lake County be reassigned to District 24 to exit the current facility in the amount of 18 months; with both options Marion County will maintain possession of the facility.
Chairman Zalak requested "District 5 will not object to the reassignment of Lake County as requested" be removed from the Option 3 language.
General discussion ensued.
The motion was unanimously approved by the Board (4-0).

10. COMMITTEE ITEMS: NONE

11. NOTATION FOR ACTION:
11.1. Request Approval to Sign Letter of Support for Vice Chair Carl Zalak's Nomination to be Considered to Serve as a Florida Member on the National Association of Counties Board of Directors
Executive Assistant Jennifer Clark, Commission Office, presented the following recommendation:

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Description/Background: The Florida Association of Counties (FAC) is seeking nominations for the Florida seats on the National Association of Counties (NACo) Board of Directors. The FAC Executive Committee will deliberate on submissions received and make recommendations to the full FAC Board of Directors at its meeting during the FAC Annual Conference on June 25, 2025. Final appointments will be made by the NACo Board of Directors at their Annual Conference in July 2025.

Vice Chair Zalak has expressed interest in seeking a nomination. He has been a committed member of FAC and NACo since his election in 2010. He currently serves as a member of the NACo Environment, Energy and Land Use Steering Committee and the NACo Information Technology Standing Committee.

Budget/Impact: None.

Recommended Action: Motion to approve the Chairman signing the letter of support for Vice Chair Carl Zalak's nomination to be considered to serve as a Florida member on the NACo Board of Directors.

A motion was made by Commissioner Stone, seconded by Commissioner McClain, to approve the Chairman signing the letter of support for Vice Chair Carl Zalak's nomination to be considered to serve as a Florida member on the NACo Board of Directors. The motion was unanimously approved by the Board (4-0)

11.2. Request Approval to Schedule a Special Board Meeting on Thursday, July 24, 2025 at 1:30 p.m. in the McPherson Governmental Campus Auditorium to Set the Proposed (Maximum) Millage Rates and Schedule the First Public Hearings for FY 2025-26

County Administrator Bouyounes, Administration, presented the following recommendation:

Description/Background: On or before August 4 of each year, the Board of County Commissioners shall advise the Property Appraiser of the proposed millage rates, the rolled-back rates, and the date, time, and place at which the public hearings will be held to consider the proposed millage rates and the tentative budget. {Florida Statutes Section 200.065(2)(b)} The following date is being requested for a Special Board Meeting.

Thursday, July 24, 2025 at 1:30 p.m.

Budget/Impact: None.

Recommended Action: Motion to schedule a special board meeting on Thursday, July 24, 2025 at 1:30 p.m. in the Mcpherson Governmental campus auditorium to set the proposed (maximum) millage rates and schedule the first public hearings for FY 2025-26.

A motion was made by Commissioner Stone, seconded by Commissioner McClain, to schedule a Special Board Meeting on Thursday, July 24, 2025 at 1:30 p.m. in the McPherson Government Campus auditorium to set the proposed (maximum) millage rates and schedule the first public hearings for FY 2025-26. The motion was unanimously approved by the Board (4-0).

11.3. Request Approval to Schedule and Advertise a Public Hearing for East Lake - Woodmar Road Improvement on Wednesday, August 6, 2025 at 1:00 p.m. in the McPherson Governmental Campus Auditorium

Municipal Services Director Chad Wicker presented the following recommendation:

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Description/Background: Bids were received and reviewed by Procurement; MSTU can now move forward with a Public Hearing. The following date is being requested for a final Public Hearing in accordance with Florida Statutes.

Wednesday, August 6, 2025 at 1:00 p.m.

Budget/Impact: None.

Recommended Action: Motion to schedule and advertise a final Public Hearing for East Lake - Woodmar Road Improvement project on Wednesday, August 6, 2025, at 1:00 p.m. in the McPherson Governmental Campus Auditorium.

A motion was made by Commissioner Stone, seconded by Commissioner McClain, to schedule and advertise a Public Hearing for East Lake - Woodmar Road Improvement project on Wednesday, August 6, 2025 at 1:00 p.m. in the McPherson Government Campus auditorium. The motion was unanimously approved by the Board (4-0).

11.4. Request Approval to Schedule and Advertise a Public Hearing to Adopt Annual Rate Resolutions and Certify Non-Ad Valorem Assessment Rolls for Fire Rescue, Solid Waste and Stormwater Services on Wednesday, September 10, 2025, at 2:00 p.m. in the McPherson Governmental Campus Auditorium

Municipal Services Director Wicker presented the following recommendation:

Description/Background: This is a request to schedule and advertise a Public Hearing to adopt annual rate resolutions and certify the non-ad valorem assessment rolls for fire rescue, solid waste and stormwater services. These annual rate resolutions are required to be adopted on an annual basis per Florida Statutes.

Budget/Impact: None.

Recommended Action: Motion to schedule and advertise a public hearing to adopt annual rate resolutions and certify non-ad valorem assessment rolls for fire rescue, solid waste and stormwater services on Wednesday, September 10, 2025 at 2:00 p.m. in the McPherson Governmental Campus Auditorium.

A motion was made by Commissioner Stone, seconded by Commissioner McClain, to schedule and advertise a public hearing to adopt annual rate Resolutions and certify non-ad valorem assessment rolls for Fire Rescue, Solid Waste and Stormwater services on Tuesday, September 10, 2025 at 5:30 p.m. or as soon thereafter in the McPherson Governmental Campus Auditorium. The motion was unanimously approved by the Board (4-0).

11.5. WALK-ON: Request Approval to Schedule Public Hearing for the Resolution to Adopt a Special Assessment to be Imposed on Marion County Hospitals related to Enhanced Medicaid Reimbursements on Tuesday, July 1, 2025 at 10:00 a.m. in the McPherson Governmental Campus Auditorium

A motion was made by Commissioner Stone, seconded by Commissioner Zalak, to consider the Walk-On Item. The motion was unanimously approved by the Board (4-0).

County Attorney Minter, Legal, presented the following recommendation:

Description/Background: The following date and time are being requested to conduct the required public hearing and accommodate the required advertising to consider the proposed Resolution:

- Tuesday, July 1, 2025, at 10:00 a.m. or as soon thereafter, in the McPherson Governmental Campus Auditorium

Budget/Impact: None.

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Recommended Action: Motion to schedule and advertise Board of County Commissioners Public Hearing for the Resolution to Adopt a Special Assessment to be Imposed on Marion County Hospitals related to Enhanced Medicaid Reimbursements on Tuesday, July 1, 2025 at 10:00 a.m. in the McPherson Governmental Campus Auditorium.

Mr. Minter provided a brief overview of the Board's involvement with the Medicaid Reimbursement through Special Assessment program.

Chairman Bryant opened the floor to public comment.

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

Commissioner Zalak clarified that Marion County Hospitals want to change their taxation rate because federal law is going to change the rate at which they receive their taxes back. He stated the program is still the same one; however, they put the taxes in a fund and then get a rebate back on those taxes based on federal income tax law.

Mr. Minter advised that depending on what happens with the Federal budget, there is a potential that whatever rate is in effect could be locked in and would not be able to change in the future. He stated this would result in an increase in the assessment rate for the benefit of the hospital and the public, noting the public will not be paying for these assessments.

A motion was made by Commissioner Zalak, seconded by Commissioner Stone, to schedule and advertise a public hearing to adopt a Special Assessment to be imposed on Marion County Hospitals related to Enhanced Medicaid Reimbursements on Tuesday, July 1, 2025 at 10:00 a.m. in the McPherson Governmental Campus auditorium. The motion was unanimously approved by the Board (4-0).

READDRESSED:

Chairman Bryant advised that there is a revision to Agenda Item 1.2 (Faith and Family Month - Louine Ek) due to a scrivener's error. She stated the first line of the Proclamation originally was missing a word in it's title and has since been revised.

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 Bryant opened the floor for public comment.

Charles Calhoun, SW 92nd Court, provided a 7-page handout entitled "Programs of the M.C.V.C." He expressed his gratitude for the opportunity to speak on behalf of Veterans for Marion County. Mr. Calhoun gave a brief overview on the current status of the Unclaimed Veterans burial program. He provided an update on the Hometown Heroes banners, noting they have a total of 20 up. Mr. Calhoun commented on the effort to recognize local first responders.

Commissioner Stone questioned what month this would encompass. Mr. Calhoun advised this would be 9/11 in September.

Mr. Calhoun gave a brief overview of several events coming up including the Veteran Stand Down on June 7, 2025 and Marion County Flag Day on June 15, 2025 at the Veteran's Memorial Park. He stated the shirt he is wearing today is a part of an effort to raise money and awareness for veterans with PTSD. Mr. Calhoun advised that the Marion

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County Memorial Honor Guard has attended 81 Funerals, 37 ceremonies, and has 3 members who are a part of the Honor Flight.
Chairman Bryant expressed her gratitude for Mr. Calhoun and all of the work with programs he contributes.
Marybeth Bell, SW 89th Court Road, founder and CEO of Chuck's Piggy Bank stated their organization is a volunteer-only based 501(c)(3) nonprofit funded only by donations. She gave a brief overview of the founding of Chuck's Piggy Bank. Ms. Bell advised that Chuck's Piggy Bank currently offers two programs to the community, noting those are the Mobile Food Pantry and Chuck's Emergency Medical Fund offering 24/7 funding assistance for animals in rescue or foster care. She advised that Chuck's Piggy Bank partners with Society for the Prevention of Cruelty to Animals (SPCA) of Marion County and the Florida Community Helping Animals in Need (CHAIN) in The Villages. Ms. Bell stated their Board has grown, noting their pantry delivery service has grown from 7 organizations to 20, with 12 volunteers. She advised that they partner with Marion County Animal Services to do a spay and neuter day along with a microchip and drive-thru vaccine clinic at Vets Helping Vets. Ms. Bell expressed her appreciation for Commissioner Stone's involvement in that partnership, noting that they hope to do this on a regular basis. She highlighted an initiative in food procurement through Pet Project of Florida, noting challenges relating to distance. To remedy this, Chuck's Piggy Bank rented a driver and large commercial van to supply the smaller rescues in the area with food. Ms. Bell advised that Pet Project of Florida is seeking a distribution site in central Florida and have expressed interest in Ocala. She commented on the minimum requirements Pet Project of Florida is seeking to possibly make this happen including a warehouse donation. Ms. Bell commented on the Unhoused Pet Protection Specialist (UPPS) program done in partnership with Interfaith Emergency Services' Homeless Services program and provided a brief overview of their work and mission. She requested the BCC assist in funding for the UPPS program.
Chairman Bryant expressed her gratitude for the partnership between Chuck's Piggy Bank and Marion County Animal Services (MCAS).
Louine Ek, SW 59th Street, advised that she will hang the "Faith and Family Month" proclamation at The Gathering Café.
Joseph Walker, SE 54th Place, Ocklawaha, expressed concern relating to illegal dumping by the Winn-Dixie off Highway 40.
Henry Munoz, Marion Oaks Boulevard, questioned whether it would be more beneficial to establish a Medical Examiner's building for Marion County. Chairman Bryant advised the cost of that would be astronomical.
Chairman Bryant advised that public comment is now closed.

13. COMMISSIONER ITEMS:
13.1. Commission Comments
Commissioner McClain advised that he had nothing further to add.

Commissioner Zalak commented on a Florida Association of Counties (FAC) project in relation to property taxes. He advised that State Legislature has appointed 37 members for a special Committee through November of 2026.
Commissioner Zalak questioned how the BCC is moving forward with the Car Wash and Drive-Through categories in relation to TIF's. Mr. Bouyounes advised that the plan is to bring them both back at the same time during a public hearing.

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ACA Tracy Straub, Administration, stated there is a supplemental report that has been provided by the consultants on the drive-through restaurants, noting administration needs to package it and bring it back before the Board. She clarified this report came in late yesterday.
General discussion ensued.
Mr. Bouyounes advised that the drive-through study is going to take some time.

Chairman Bryant stated she received correspondence from Representative Ryan Chamberlain's office to set up a meeting with him and all Marion County Constitutional Officers, noting they will follow up with each member of the Board following this meeting.
Commissioner Zalak commented on the importance of trying to educate individuals on where funds end up and what they are used for, which can counter some negative perceptions that funds are being wasted in the County.
Commissioner Stone provided a brief overview of the budget process.
Commissioner Zalak opined that the State of Florida has one of the best structures in the Country in terms of levying taxes. The elected BCC assesses the tax roll; the separately elected Property Appraiser responsible for the appraisal; the elected Tax Collector; and the elected Clerk and Comptroller responsible for serving as the Chief Financial Officer (CFO) of the County. He stated it is this kind of process that has made Florida truly successful.
Chairman Bryant expressed concern over comments made by a State Senator in relation to local government operations and budget.
General discussion ensued relating to property taxes.
Chairman Bryant stated services in Marion County have to be paid for and are not free.
Commissioner Stone advised that every line item and check written is available online.
General discussion ensued.

Commissioner Stone advised that she had nothing further to add.

Chairman Bryant expressed gratitude for those who came to the Memorial Day Ceremony event, noting it was a success. She commented on the great work Clerk Harrell has done in relation to the budget.

13.2. Commission Calendar
13.2.1. Present Commission Calendar

14. NOTATION FOR RECORD:
14.1. County Administrator Informational Items:
14.1.1. Present Chamber and Economic Partnership April 2025 Activity
14.1.2. Present Solid Waste Monthly Operations Report for April 2025

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

14.3. General Informational Items:
14.3.1. Marion County Health Department – For the Latest health news and information, Visit the Website at http://marion.floridahealth.gov/

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14.4. Clerk of the Court:
14.4.1. Present Report No. 2025-01 Revenue Control Review of Parks Operations - Parks & Recreation Department
14.4.2. Present Administrative Budget Transfer Report for FY 2024-25
14.4.3. Present Memorandum from Gregory C. Harrell, Clerk of the Circuit Court and Comptroller, Regarding the Filing of Ordinances 24-23 (Corrected), and 25-12 (Corrected) With the Secretary of State's Office
14.4.4. Present Constitutional Officers' and Commissioners' Bonds Pursuant to Chapter 137.05, Florida Statutes
14.4.5. Present Lands Available for Taxes Which the County May Purchase (Within 90 Days from August 12, 2025) for the Opening Bid Amounts, Pursuant to Chapter 197.542(1), Florida Statutes
14.4.6. Present Regular Report of Utilization for Reserve for Contingencies
14.4.7. Present Report No. PC2025-04 Belleview Heights Unit 8 (SE 44th Ave)
14.4.8. Present Report No. PC2025-05: Horse Park Lane Access Rd- SW 123rd Place Road Improvements Petition Count

14.5. Present for information and record, minutes and notices received from the following committees and agencies:
14.5.1. Code Enforcement Board - April 9, 2025
14.5.2. Districts 5 & 24 Medical Examiner Advisory Committee - February 12, 2025
14.5.3. Development Review Committee - May 5, and 12, 2025
14.5.4. Housing Finance Authority - March 19 and April 16, 2025
14.5.5. Land Development Regulation Committee - April 16, 2025
14.5.6. License Review Board - April 8, 2025
14.5.7. Tourist Development Council - April 24, 2025
14.5.8. Dog Classification Board - April 2, 2025
14.5.10. Southwest Florida Water Management District (SWFWMD) - For Minutes and Agendas, Visit the Website at http://www.WaterMatters.org
14.5.11. St. Johns River Water Management District (SJRWMD) - For Minutes and Agendas, Visit the Website at https://www.sjrwmd.com
14.5.12. Transportation Planning Organization (TPO) - For Minutes and Agendas, Visit the Website at https://ocalamariontpo.org
14.5.13. Withlacoochee Regional Water Supply Authority (WRWSA) - For Minutes and Agendas, Visit the Website at http://www.wrwsa.org

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There being no further business to come before the Board, the meeting thereupon adjourned at 11:55 a.m.

_____
Kathy Bryant, Chairman

Attest:

_____
Gregory C. Harrell, Clerk

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Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21143 **Agenda Date:** 11/4/2025 **Agenda No.:** 3.2.

SUBJECT:
June 4, 2025

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

June 4, 2025

CALL TO ORDER:
The Marion County Board of County Commissioners (BCC) met in a special session in Commission Chambers at 10:03 a.m. on Wednesday, June 4, 2025 at the Marion County Governmental Complex located in Ocala, Florida.

INTRODUCTION OF PUBLIC HEARING BY CHAIRMAN KATHY BRYANT
Chairman Bryant advised that the public hearing was scheduled this morning to consider an Ordinance to Amend the Marion County Land Development Code (LDC).

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 Kathy Bryant, District 2; Vice-Chairman Carl Zalak, III, District 4; Commissioner Matthew McClain, District 3; and Commissioner Michelle Stone, District 5; Commissioner Craig Curry, District 1, was absent due to a prior commitment. Also present were County Attorney Matthew G. Minter, County Administrator Mounir Bouyounes and Assistant County Administrator (ACA) Tracy Straub.

PROOF OF PUBLICATION
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. 11322556 entitled, "Notice of Public Hearing" published in the Star Banner newspaper on May 21, 2025. The Notice states the Board will consider an Ordinance amending the Marion County LDC relating to Article 4, Division 2, Section 4.2.30 Government Use (G-U) Classification.
The second Proof of Publication is Legal ad No. 11322510 entitled, "Notice of Public Hearing" published in the Star Banner newspaper on May 21, 2025. The Notice states the Board will consider an Ordinance amending the Marion County LDC relating to Article 1, Division 2, Definitions and Article 5, Division 3, Floodplain Managment.

The Deputy Clerk was in receipt of a 1 page handout entitled "Proposed Definition Changes" and a 116 page Agenda Packet to follow along with the PowerPoint presentation.
Growth Services Director Chuck Varadin advised that the Board will not be addressing changes to the LDC relating to roadside vendors, noting the matter was pulled at the Land Development Review Committee (LDRC) meeting and will be brought before the Board at a future date for consideration. He stated the matter was not advertised for today's meeting.

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STAFF PRESENTATION

1. Presentation and Consideration of Revisions to the Marion County Land Development Code Amendments Section 4.2.30 Government Use (G-U) Classification

Growth Services Deputy Director Ken Weyrauch presented the following recommendation:

Description/Background: Staff will present the attached proposed amendment of Land Development Code (LDC) Section 4.2.30 Government Use (G-U) Classification updating the permitted uses, special uses, and establishing development standards.

The proposed LDC amendments were considered by the Land Development Regulation Commission (LDRC) in a public hearing held May 21, 2025. The LDRC recommended approval of these items and motioned to forward them to the Board of County Commissioners for consideration.

This is the first of two required public hearings. The second public hearing is scheduled for July 1, 2025, at 5:30 p.m. in the McPherson Governmental Campus Auditorium.

Budget/Impact: None.

Recommended Action: Take public comment and provide direction.

Planner Kathleen Brugnoli, Growth Services, advised that currently there are no permitted uses under the Government Use category. The proposed changes would add permitted uses, along with special uses and development standards. She stated the next public hearing for this matter will take place on July 1, 2025. Ms. Brugnoli provided a brief overview of the proposed permitted uses, special uses and development standards.

Chairman Bryant clarified that the proposed changes are specifically for Government Use and do pertain to the private sector. Ms. Brugnoli concurred.

Commissioner McClain questioned why schools would not be a permitted use. Ms. Brugnoli advised that there were concerns expressed by the LDRC with it being permitted by right, due to stadiums, lighting, noise, etc.; therefore, it was left as a special use.

Deputy Director Ken Weyrauch, Growth Services, requested the Boards guidance on how to move forward with the language and to set the next public hearing for July 1, 2025.

ACA Tracy Straub advised that staff is requesting 1 public hearing for all the LDRC items to be addressed; therefore, only one motion is needed at the end of the meeting. She stated public comment will be needed for both items.

Chairman Bryant opened the floor to public comment.

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

2. Presentation and Consideration of Revisions to the Marion County Land Development Code Amendments to Review and Update Article 1, Division 2 Definitions and Article 5, Division 3 Floodplain Management

Growth Services Deputy Director Weyrauch presented the following recommendation:

Description/Background: Staff will present the attached proposed amendment to update the Land Development Code (LDC) Article 1, Division 2 Definitions, and Article 5, Division 3 Floodplain Management. The proposed changes to Article 1 and Article 5 are related to Floodplain Management to keep Marion County in line with the National Flood Insurance Program (NFIP) concerning the Community Ratings System (CRS).

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This is the first of two required public hearings. The second public hearing is scheduled for July 1, 2025, at 5:30 p.m. in the McPherson Governmental Campus Auditorium.

Budget/Impact: None.

Recommended Action: Take public comment and provide direction.

Mr. Weyrauch advised that the State hired a consultant to look at the Community Rating System (CRS) to ensure everybody's land development regulations are in line with the CRS. He stated the consultant reached out to staff with some proposed changes, noting staff was informed that if the County does not meet the criteria with the proposed changes it cannot be anything higher than an 8 on the CRS. Mr. Weyrauch advised that the current County score is 7, but opined that by the fall the County could score well enough to go down to a 6.

In response to Chairman Bryant, Mr. Weyrauch provided a brief overview of the CRS, which is part of the National Flood Insurance Program.

Ms. Straub advised that Marion County's participation in the National Flood Insurance Program is mandatory for anyone who has a mortgage inside of any area with flood plain impacts, noting flood plains are set by Federal Emergency Management Agency (FEMA). She stated the County has spent a considerable amount of time and effort trying to clean up a lot of FEMA's judgement calls with floodplain overlay zones. Ms. Straub advised that insurance requirements are mandated by the mortgage company, noting individuals without a mortgage can choose whether or not they want to have flood insurance. She stated the better the County manages the data, definitions and code requirements, will result in a better rating, which will reduce flood insurance charges.

Mr. Weyrauch commented on the definition changes.

Chairman Bryant clarified that the proposed changes are recommendations provided by the State.

Mr. Weyrauch provided a brief overview of the proposed definition changes (as shown on the overhead screens).

Mr. Weyrauch addressed Article 5, Division 3, noting a lot of the County Code currently references either the Ordinance or Section when it should reference the Division. He provided a brief overview of the proposed changes for Sections 5.3.1; 5.3.2; 5.3.11; and 5.3.12.

Chairman Bryant opened the floor to public comment.

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

BOARD DISCUSSION AND CLOSING COMMENTS

A motion was made by Commissioner Stone, seconded by Commissioner McClain, to schedule the next public hearing for Tuesday, July 1, 2025 at 5:30 p.m. The motion was unanimously approved by the Board (4-0).

NEW BUSINESS

Commissioner McClain advised that Sumter County is proposing to make County Road (CR) 102 and CR 104 one way roads. He stated CR 102 is the County line, noting north of CR 102 are Marion County parcels. If these roads are made one way only the

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individuals living on the Marion County line would have to drive in a 6 to 7 mile radius to get back around to go north onto Highway 301.
County Administrator Mounir Bouyounes advised that he had a conversation with the County Administrator in Sumter County and based on the information provided Sumter County is having some cut through traffic problems in the area between Highway 301, The Villages and the County Roads. He stated Sumter County engaged a consultant to come back with a recommendation. Staff received the report from Sumter County with the recommendation to make CR 102 and CR 104 one way roads. Mr. Bouyounes advised that CR 102 is a county line road and a portion of the road is within Marion County; however, Sumter County has been maintaining that road for a long time. He stated in 2015 Sumter County filed a right-of-way (ROW) maintenance map, which gives them jurisdiction over the maintenance of that entire road. Mr. Bouyounes advised that to his knowledge there has never been communication with Marion County relating to sharing the maintenance costs and no one objected to the County maintenance map. He stated Sumter County is holding a public hearing on this matter on June 24, 2025.
Commissioner McClain requested Board consensus to draft a letter of concern or opposition on behalf of the Marion County residents who live north of CR 102 and would be impacted.
Commissioner Zalak advised that this is in Commissioner McClain's District and he supports however he wants to move forward.
In response to Commissioner Zalak, Mr. Bouyounes opined that a lot of people are avoiding the intersection of CR 466 and Highway 301 by using the back roads.
General discussion ensued.
Mr. Bouyounes advised that there is another Board meeting before the Sumter County meeting, which would give the Board time to review the matter and possibly reach out to Commissioners in Sumter County.
Chairman Bryant questioned how many residents have reached out in Marion County. Commissioner McClain stated he has heard from 1, but is under the impression that residents were just finding out over the last week.
In response to Chairman Bryant, Mr. Bouyounes reiterated that Sumter County filed a ROW maintenance map in 2015, noting that portion of ROW then becomes public ROW. He advised that the map filed was for both Sumter and Marion County portions.
Chairman Bryant questioned if filing the ROW maintenance map gives Sumter County ownership of the Marion County portion. Mr. Minter stated this would be the case if it was a road in the middle of the County, noting this presents a new issue that he has never encountered before. He advised that a private party cannot obtain title to government land by adverse position, but this situation is another County filing the maintenance map and maintaining the road for years. There is a question as to the legal effect.
Chairman Bryant advised that this CR 102 was owned by the people on both sides of the County line to the middle, it was never a Marion County Road and was never maintained by the County. Sumter County filed the ROW maintenance map in 2015 and have been maintaining it all these years. She opined that for all intended purposes this is a Sumter County road.
General discussion resumed.
It was the general consensus of the Board to send a Letter to Sumter County expressing concerns with the proposed change to the road on behalf of Marion County residents.
In response to Commissioner Stone, Mr. Minter advised that filing a ROW maintenance map is not considered a public taking.

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Mr. Bouyounes advised that a ROW maintenance map is based on the maintenance effort and can only be filed in an area that the entity has been maintaining. He stated when this map was filed no one presented a challenge.
Commissioner McClain advised that based on information from residents he has received Sumter County has not been maintaining the road for some time.
Commissioner Stone questioned if the surrounding residents were notified when the ROW maintenance map was filed. Mr. Bouyounes stated he is unaware if a notice was required. He stated after the map was filed there is a certain number of days to object.
Mr. Minter advised that the map is filed in the public records.
Commissioner Stone advised that the public would not know this was done because only Marion County was notified.
Mr. Bouyounes clarified that it is unclear if Marion County was notified.
General discussion ensued.
Ms. Straub provided examples of areas within Marion County such as Chatmire and Weirsdale where the County has had to file ROW maintenance maps.
Mr. Bouyounes advised that staff will craft a letter and have it on the next BCC Agenda for Board approval.
Commissioner Stone questioned if the Board is prepared to offer to assist in the maintenance of this area. Mr. Bouyounes stated that will not be included in the letter.
Chairman Bryant advised that as this is Commissioner McClain's District he can address this issue with Sumter County and bring back an update.
(Ed. Note: The Deputy Clerk was in receipt of the 78 page Sumter County report and an 11x17 inch map containing an aerial view of the area surrounding CR 102 and CR 104.)

There being no further business to come before the Board, the meeting thereupon adjourned at 10:37 a.m.

_____
Kathy Bryant, Chairman

Attest:

_____
Gregory C. Harrell, Clerk

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Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21144 **Agenda Date:** 11/4/2025 **Agenda No.:** 3.3.

SUBJECT:
June 9, 2025

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

June 9, 2025

CALL TO ORDER:
The Marion County Board of County Commissioners met in a workshop session in Commission Chambers at 2:31 p.m. on Monday, June 9, 2025 at the Marion County Governmental Complex located in Ocala, Florida.

INTRODUCTION OF WORKSHOP BY CHAIRMAN KATHY BRYANT
Chairman Bryant advised that the workshop was scheduled this afternoon to discuss updates to the Comprehensive Plan.

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 Kathy Bryant, District 2; Vice-Chairman Carl Zalak, III, District 4; Commissioner Craig Curry, District 1; Commissioner Matthew McClain, District 3; and Commissioner Michelle Stone, District 5. Also present were County Attorney Matthew G. Minter, County Administrator Mounir Bouyounes, Assistant County Administrator (ACA) Tracy Straub, Growth Services Director Chuck Varadin, and Deputy Growth Services Director Ken Weyrauch.

The Deputy Clerk was in receipt of a 5 page handout entitled, “Marion County Comprehensive Plan Redlines: 1 – Future Land Use Element”; an 11x17 map entitled, “Marion County UGB”; an 11x17 map entitled, “Marion County UGB Stepdown Exhibit (Option 1)”; an 11x17 map entitled, “Marion County UGB Stepdown Exhibit (Option 2)”, an 11x17 map entitled, “Marion County UGB Stepdown Exhibit (Option 3)” and 26 page Agenda packet to follow along with the PowerPoint presentation.

WORKSHOP PRESENTATION
1. Workshop to Discuss Updates to the Comprehensive Plan.

Growth Services Director Chuck Varadin presented the following recommendation:

Description/Background: Florida Statute Section 163.3191 requires an evaluation of the Comprehensive Plan every seven years to ensure consistency with statutory requirements and community engagement. This Evaluation Appraisal Report (EAR) identified changes to the Comprehensive Plan that need to be completed over the next year (by February 2026).

The workshop today is the eighth of ten workshops scheduled over a five (5) month period. During this series of workshops, the Board has focused on gaining consensus for proposed changes to the Comprehensive Plan and has discussed broader topics that will help set the vision for guiding future growth and development in Marion County. At today’s workshop, the Board will discuss the following items: Definitions, Concurrency, Level of Service (LOS) for Parks, Stepdown Approaches, Transportation redlines, Planned Service Areas (PSAs), Transfer of Development Rights (TDRs), and Environmentally Sensitive Overlay Zones (ESOZ).

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Recommended Action: Staff is seeking Board discussion and consensus on the proposed edits.

Blair Knighting, Kimley-Horn and Associates, Inc. (KHA), stated the first Item for discussion is definitions, noting a list was provided at the last workshop.

In response to Ms. Knighting, Chairman Bryant advised that the Board had no questions relating to definitions.

Ms. Knighting stated last year the topic of concurrency came up in regard to fire and police. She advised that the question of whether a level of service (LOS) for fire and police should be included in the comprehensive Plan. Ms. Knighting stated she reviewed the municipalities in the area and none of them include police or fire in their Comprehensive Plan, noting if they do have it, it is just a mention of the State and Federal requirements. She advised that she spoke with all of the Senior Planners she works with in Florida and it is not something often done so there were no case studies for an actual LOS. Ms. Knighting noted the Board already has Marion County Sheriff's Office (MCSO) and Marion County Fire Rescue (MCFR) review the applications for Planned Unit Developments (PUDs) so KHA's recommendation would not be to add the LOS.

Chairman Bryant commented on proposed large developments that generate comments from MCSO and MCFR stating those services will need to add staff/building to accommodate the project and questioned how the Board will address that without adding this to the Comprehensive Plan. Ms. Knighting stated the Board's approval comes down to the health, safety and welfare of the public and if that is a concern, the application can be denied. She clarified that if MCSO and MCFR are stating they cannot serve the new growth, that gives the Board an opportunity to express their concern relating to safety.

In response to Chairman Bryant, Mr. Minter concurred with Ms. Knighting, noting it is a legitimate issue for the Board and the Comprehensive Plan Amendment phase would be the time for the Board to address the matter. He advised that if the Board approves a Comprehensive Plan Amendment, the applicant will then have entitlements and will want the property zoned in a manner that is consistent.

Commissioner Zalak stated if an additional fire station is needed at the Comprehensive Plan Amendment phase of a proposed project, the Board can question if the applicant is interested in helping the County determine how to do that, likely through a Development Agreement.

Mr. Minter stated there are ways the government and the developer can attempt to address that and ameliorate the problem.

Chairman Bryant questioned if the Board could turn down an application based on public interest in a scenario where the land use is already in place and an applicant applies for a zoning change with the findings relating to MCSO and MCFR being the same. Mr. Minter stated that a denial equates to a site specific moratorium on that individual, which is not a good idea.

Chairman Bryant questioned if including concurrency in the Comprehensive Plan would be helpful in these types of applications. Mr. Minter advised that he would research the matter further. He commented on the combination of almost annual changes to the Statutes and case law that is coming out relating to these cases. Mr. Minter stated there is now an anomalous situation where in the State of Florida there are 6 intermediate, Appellate Courts (District Courts of Appeal) and the Florida Supreme Court, noting generally speaking if 1 District Court of Appeal makes a ruling on a case anywhere in the State it is binding on the whole State unless another District Court of Appeal comes up with a different ruling on basically the same facts. Mr. Minter advised that it has happened

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and then what normally happens is one of the Courts will certify it to the Florida Supreme Court to break the tie. He commented on a growth management case where this occurred, noting the Florida Supreme Court refused to take the case, so everyone was left with 2 conflicting District Court of Appeal opinions. Mr. Minter stated ultimately the Legislature invalidated 1 of the 2 cases.

Chairman Bryant questioned if without having concurrency for Public Safety in the Comprehensive Plan and an individual comes in for a land use change, can they still be turned down based on the fact the County cannot provide the service. Mr. Minter advised that the County has more control over MCFR than MCSO, noting Sheriff William "Billy" Woods, MCSO could appear and testify that the Department has no way to support the request.

Chairman Bryant addressed the comments that MCSO now provides relating to applications, noting in a conversation with Sheriff Woods he was favorable to his office being consulted as these projects come forward. She stated Sheriff Woods may have to add Deputies relating to some applications and he needs to be able to plan for that as does the County.

Mr. Minter advised that the Courts call Comprehensive Plan Amendments a fundamental Legislative decision, noting the County/City government has to balance many different policy considerations when dealing with Comprehensive Plans and Future Land Use (FLU) Amendments. He stated part of that is determining if there is the financial ability to provide the needed services for these things. Mr. Minter noted his initial reaction is that the Board can deny the Comprehensive Plan Amendment.

Commissioner McClain advised that this should not be an issue going forward due to the 100 percent (%) Fire and EMS Impact Fee, noting if a new development is coming in, it should be paying for the service that is needed to serve the project.

Chairman Bryant stated the Impact Fee only covers the Capital if a new facility has to be built, not personnel.

Commissioner McClain advised that those individuals are paying for personnel through the assessment once they get here.

Chairman Bryant stated the assessment would cover 1.5 salaries annually based on a 400 unit development.

Commissioner Stone advised that it is likely a de minimis amount and there would be enough overlap from other stations for that type of development. She opined that it would have to be a really big development for the County to say it cannot be accommodated.

Mr. Minter stated Commissioner McClain makes a good point, noting if that scenario comes up, the County will have to get into really detailed analysis to prove that point one way or another.

Mr. Bouyounes questioned if an analysis is performed and it shows the impact and what is needed, can an applicant pay their proportionate share. Ms. Knighting advised that if she understands concurrency correctly, it cannot pay for people.

Ms. Knighting advised of a previous discussion relating to park LOS, noting Commissioner Bryant questioned why the municipalities' parks are being excluded while their populations are being included. She referred to a slide as seen on the overhead screens, which shows 2 tables. The second table removes the municipal population projections and adds back in the regional parks and greenways that the original Parks Master Plan removed. Ms. Knighting stated the second box represents Marion County's unincorporated population projections and the current park acreages. She commented on the requirement for 2 acres per 1,000 population, noting there is plenty of acreages to

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meet the LOS. Ms. Knighting advised that the County has the quantity and questioned whether the Board wants to focus on quality. She stated at the last workshop there was discussion relating to the County providing regional parks and letting developments take control of smaller type neighborhood parks, noting there is a 350 square feet (sf) per unit requirement in the Comprehensive Plan for new residential development.

Ms. Knighting commented on a slide that depicts the suggested amenities LOS. She stated staff worked together to come up with regional park type uses and what may be applicable to Marion County. Ms. Knighting questioned whether the Board likes the idea of an amenity based LOS in addition to the acreage based LOS. She stated the County is exceeding the acreage based LOS.

Commissioner McClain advised that he likes the idea of an amenity based LOS for parks.

In response to Commissioner McClain, Ms. Knighting stated the numbers were determined by considering the methods used in other Counties. She clarified that the data is tailored to Marion County, noting the standard is similar to other Counties for Marion County's population. Ms. Knighting advised that there are park best practices for larger County populations relating to these types of uses in regional parks. She stated she worked with Parks and Recreation Director Jim Couillard to develop a list of what they believe is needed in the community and what would be an accurate standard.

Ms. Knighting stated the group campsite shows none currently existing due to this being related to primitive camping and there are no such sites for groups.

In response to Commissioner Stone, Ms. Knighting stated primitive means there are no campsites, recreational vehicles (RVs), cabins, etc., just the Ocala National Forest and some State parks.

In response to Commissioner Stone, Ms. Knighting advised that if there is consensus, group campsite can be removed from the list, noting if this is not working when the Board reevaluates the Evaluation and Appraisal Report (EAR) in 7 years, the list can be completely removed.

Chairman Bryant requested Ms. Knighting recap the thought process on the park LOS and amenity calculations.

Commissioner Stone questioned if that includes or excludes anything in the City parks.

Ms. Knighting advised that City parks were not counted nor were their populations.

Chairman Bryant opined that the calculations should be based on the entire population and all amenities. She commented on retirement communities/gated communities with their own amenities, noting many of those individuals will never utilize the County's recreational facilities.

Commissioner Stone stated she will not be in favor of building a swimming pool in the County, noting there are springs and private entities with pools.

Chairman Bryant commented on the 7 existing volleyball courts in the County, which does not include Jervey Gantt where many individuals play.

Commissioner Stone noted there is also a swimming pool at Jervey Gantt.

Chairman Bryant opined that there is a lot of work to be done. She commented on the success relating to court sports (tennis and pickle ball).

In response to Commissioner Stone, Chairman Bryant advised that there are some baseball and softball fields that need a lot of work at multiple locations. She stated the County cannot keep up with what it already has under its purview.

Commissioner Stone advised that she is unsure about building anything else, noting there is a lot in the private sector and other municipalities that is an offering to this community.

Ms. Knighting stated it may be too soon for the amenity LOS. She advised of community

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meetings following these workshops, noting there can be polling to see what amenity is missing and bring back the actual data from citizens.
In response to Ms. Knighting, Commissioner Stone commented on finding a way to utilize existing public amenities (school playgrounds, tracks, etc.) that are already built and paid for by the taxpayers. She stated there must be a way that it can be shared and opened to the community to use before investing additional funds.
Ms. Knighting advised that she is in favor of utilizing school facilities if it is available.
Commissioner Stone stated if it is not available due to a law, there needs to be a request made to the Legislators to help work through the law and allow Marion County to be a pilot program to make an adjustment while determining how to make this work.
Commissioner Curry stated the last time the Master Plan was updated was 2016 and questioned if it contained data that would help provide any of the information the Board is requesting. Ms. Knighting advised that the Master Plan was good about delineating how staff looked at the LOS and making sure that the County does not have a deficit for the acreage based; however, it did not go into an amenity based LOS.
In response to Commissioner Zalak, Parks and Recreation Director Jim Couillard stated Brick City was the first Pennies for Parks acquisition back in 1991, noting it was purchased from St. John Luthern School. He advised that there is a running track there and the field house is now Brick City Adventure Park. Mr. Couillard stated the chart should show that the County has 1 running track.
In response to Chairman Bryant, Mr. Couillard advised that the greenway is not being included in the amenities data.
Commissioner Zalak questioned the thought process relating to group campsites. Mr. Couillard stated group camping for the Parks and Recreation Department is not primitive camping, which is where individuals walk to their campsite. He clarified that it is primitive campsites for groups such as Boy Scouts of America, Girl Scouts of the USA, etc., that participate in organized camping. Mr. Couillard advised that the County has zero designated areas like that within the County park system. He stated the County allows for a couple of parks to be used that way in exchange for service projects (Horseshoe Lake and Coehadjoe Park), but they are not designated that way.
Commissioner Zalak commented on the retrofit being done in Salt Springs is to accommodate those campers.
Chairman Bryant questioned what it would take to retrofit an area like Horseshoe Lake for group camping. Mr. Couillard advised that there is a big picture for Horseshoe Lake, and he has worked with Commissioner Zalak on ideas including additional cabins and relocating the day use area up near the cabins to the south end of the lake. That is the current area used for group camping, which only happens once or twice a year.
In response to Chairman Bryant, Mr. Couillard stated he would relocate the youth campsite further into the park to be away from the general public. He advised that retrofitting the park for group camping is all about money.
Commissioner Zalak commented on adding glamping spots or group sites to the existing cabins, noting it would add to the park.
Mr. Couillard stated when Indian Lake State Forest came online, staff reviewed their recreation plan, which stated they would be adding 5 primitive campsites to the entire forest. He advised that he encouraged them not to add primitive, noting there is entire forest of primitive camping in addition to RV campsites and hardened campsites. Mr. Couillard stated he encouraged something in the middle, like glamping. He noted glamping requires a host camper to do things like change the bedding or clean the yurts.

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In response to Chairman Bryant, Mr. Couillard stated Horseshoe Lake is 220 acres and there is a lot of room. He advised that primitive camping in itself is just for individuals, group camping (Boy Scouts, Girl Scouts, etc.) is removed from other people while still being held in a group setting. Chairman Bryant clarified that group camping is primitive, but in a group.

Commissioner Zalak commented on the possibility of camping at Gores Landing.

Mr. Couillard stated it can be done when the area in the middle is not flooded. He advised that Gores Landing is owned by the Office of Greenways and Trails (OGT), a division within the Florida Department of Environmental Protection (FDEP) and the County manages it like Eureka and the whole stretch from Orange Springs all the way down.

Commissioner Zalak advised that area boat ramps have the potential for additions/enhancements. He stated he would like to see more amenities inside of subdivisions.

Commissioner Stone questioned if this needs to be in the Comprehensive Plan. Ms. Knighting advised that it does not. She stated it provides a goal to strive for as a community and helps to direct funds. Ms. Knighting commented on the possibility of narrowing down the list and requesting feedback at the community meeting regarding what the County is missing as specific to Parks and Recreation.

Mr. Bouyounes stated there is a gap between what staff are recommending and what has been discussed in terms of population and all of the parks in the County (including City, State, etc.). He questioned why all that inventory cannot be counted, noting the Comprehensive Plan can be adjusted if things change in the future.

Chairman Bryant stated she wants a full picture of everything regardless of who is in control. She advised that she disagrees with not including the greenway.

Mr. Bouyounes questioned whether the Board agrees with including everything that is available to the public whether it is State, County or City, excluding private type facilities. It was the general consensus of the Board to agree.

Commissioner Zalak commented on using population as a measure relating to parks; however, operational dollars are the biggest factor to consider. He opined that after the capital investment, the struggle over the last decade has been the Department's operational budget. Commissioner Zalak stated the Board needs to make it clear they will support funding for the positions that will be needed over the next 10 years for the operational component. He advised that he is not sure the County has the funds.

Chairman Bryant commented on the difficulty relating to using population as a driver and questioned how some figures were determined (1 pool per 110,000 residents). Mr. Couillard advised that the figures come from some industry standards that staff have researched.

Chairman Bryant commented on the number of private pools in gated communities and questioned if that population should be pulled out of the population relating to park standards. Mr. Bouyounes said it should be done for certain uses.

Commissioner Stone opined that a pool is not needed.

In response to Mr. Bouyounes, Chairman Bryant stated a water park was not included in the Comprehensive Plan the last time it was considered.

Commissioner Stone commented on developments with more than 200 homes being told they need to have pools as part of the PUD approval, noting Commissioner Zalak is adamant relating to that requirement. She advised that she is not convinced the County needs more pools at this time, noting the numerous springs.

Mr. Couillard commented on swimming at Rainbow Springs and advised that individuals

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need to have a tube and know how to swim or they could drown there.
Commissioner Stone commented on the free swimming lessons offered to Marion County third graders at Florida Aquatics Swimming and Training (FAST).
Commissioner McClain stated the County has great parks and facilities; however, there are places like Belleview Sportsplex where improvements can be made and brought up to a different standard. He questioned if that would be a better use of funds rather than adding camping or building a pool.
Commissioner Zalak opined that this is about adding amenities to existing parks.
Commissioner McClain stated there are currently things at County parks that are not being maintained.
Chairman Bryant requested Ms. Knighting be allowed to bring back more information and the Board have another conversation.
Ms. Knighting referred to a map as seen on the overhead screens, which depicts the areas inside the Urban Growth Boundary (UGB) that could possibly require a stepdown approach (visual or density wise) versus (vs.) those that do not. She advised that the areas in green do not require a stepdown approach due to their proximity to a Development of Regional Impact (DRI), urban land use or municipality. Ms. Knighting stated the areas in blue are where the stepdown areas would be located, noting they are near the Farmland Preservation Area (FPA), conservation or Rural lands. She advised that the Board could choose one part of the County for a stepdown area, such as the FPA. Ms. Knighting provided an overview of the 3 options in varying degree of restrictions for the stepdown approach. Option 1 shows a portion of the UGB represented by a dashed white line with the orange line indicating a 100 foot (ft.) stepdown from the UGB. One option would be a visual stepdown that does not allow for a building in the 100 ft. stepdown and 30 feet of the 100 foot buffer would be a landscape buffer with 80% opacity required after 2 years. She clarified that parcels of record, family divisions and bona fide agricultural uses are exempt.
Commissioner Curry commented on the ability to have a barn within the 100 feet. Ms. Knighting advised that if the property is bona fide agricultural, the property can still be used that way. She commented on Option 2, which contains the 100 foot visual buffer and same 80% opacity requirement as Option 1. It also requires that within a quarter mile from the UGB, individuals will be limited to the minimum density of their land use and must feature clustering. This Option combines visual and density step downs and also allows for exemptions relating to parcels of record, family divisions and bona fide agricultural uses. Ms. Knighting stated Option 3 contains the 100 ft. setback from the UGB as well as the minimum density quarter mile; however, between the quarter mile (green) and the half mile (blue), individuals are limited to the medium density of the land use with clustering. She advised that Transfer of Development Rights (TDRs) can be used in the quarter-to-half mile stepdown from the UGB to increase the densities from mid-range to the higher range.
Commissioner McClain stated Option 3 is too complicated, noting the TDR program is not functional enough to know if this will work.
Commissioner Stone advised that she was a proponent of the step downs, but after her one-on-one she is now in favor of keeping the line where it is currently.
Commissioner Curry concurred.
Commissioner Stone commented on other measures like buffers and LOS that are being addressed to help with concerns relating to growth.
Commissioner Zalak stated there should be something in the Comprehensive Plan that

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provides a better incentive relating to the TDRs.
Ms. Knighting advised that the TDR process is being worked on and is included on today's Agenda.
Commissioner Zalak commented on the possibility of a 3 to 5 acre mini horse farm hamlet community (similar to Meadow Wood Farms) within the first quarter mile. He advised that individuals could be allowed to install a well and advanced septic tank.
Senior Planner Chris Rison, Growth Services, stated the provisions the County has today are hamlets, noting there are 2 options for densities 1 unit per 5 acres and 1 unit per 3.5 acres. He advised that with the 1 unit per 3.5 acres, staff look for those individuals to have a water system due to issues relating to fire insurance. Mr. Rison stated there are hamlets on the books that are finally developing such as the Bel-Lago hamlet, which is looking to develop the third of 4. He advised that the options exist; however, they are not permitted in the FPA. Hamlets are permitted in the rest of the County outside of the Urban area.
Chairman Bryant questioned why hamlets are not allowed in the FPA. Mr. Rison stated they are not allowed in the FPA in an effort to keep the larger parcels and equine industry. He advised that when the parcels are broken down, those individuals are continuing to shop equine industry; however, they are not a horse farm production operation (tracks, training, etc.). Mr. Rison stated it becomes more like hobby farming.
Chairman Bryant advised that the hobby farms are the ones supporting a lot of those agricultural businesses in the area.
Mr. Rison stated hamlets are that option, but individuals are not taking that option.
Commissioner Zalak advised that something is not working relating to hamlets, noting individuals do want that option. He questioned if they could have hamlets in the UGB. Mr. Rison stated technically they can; however, individuals have to come before the Board for a Comprehensive Plan Amendment to lower the density. He advised that from staff's perspective, that does not make a lot of sense due to being surrounded by water and sewer infrastructure and wanting to utilize a septic tank and well.
Commissioner Zalak commented on Highway 475A, noting it is a couple minutes' drive from the City and has smaller horse farms all around Belleview. Mr. Rison stated west of Belleview is low density residential (1 dwelling unit per acre (du/ac)). He advised that staff has received the first request in years relating to that area.
In response to Chairman Bryant, Mr. Rison stated an individual with 50 acres in this area could rezone the properties to Residential Estate (R-E) and make their lot as big as they want. He advised that the applicant would be informed that they need to follow the County's connection requirements and Codes, noting they would need to confer with the City of Belleview in areas where it is the technical license utility provider. Mr. Rison commented on areas of the County (northern portion of the urban area) where individuals can do that activity, noting they would be required to connect to water and sewer if they met the connection requirements.
In response to Chairman Bryant, Mr. Rison stated the connection requirement is 400 ft. per Equivalent Residential Connection (ERC) for single family development.
Commissioner Stone advised that developers have not wanted to do this due to the cost relating to infrastructure, noting they can make more by dividing up the land.
Mr. Rison stated another issue relates to much of the urban area is also inside the Primary Springs Protection Area (PSPA), which triggers the more intense septic requirements.
Commissioner Zalak advised that advanced septic is getting better.
In response to Commissioner Zalak, Mr. Rison stated for the 1 unit per 3.5 acre hamlet, staff require a water system, noting it can also be capable of providing for fire flow. He

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clarified that it can be a water system specifically for that one subdivision that they maintain.
Commissioner Zalak commented on the cost.
Commissioner Stone opined that there are not enough of these types of developments. She advised that individuals want to come to this community and individuals with larger properties may want to step down into smaller ones. Commissioner Stone expressed concern relating to allowing hamlets in the FPA.
Commissioner Zalak commented on acreage requirements for horse farms with tracks.
Commissioner Stone stated it is her belief that a horse farm with a track can fit on 20 acres, noting 20 to 40 acres is probably the sweet spot. She commented on 20 acre properties with a track that is shared with surrounding 10 acre properties.
Mr. Rison advised that the County has had those kinds of communities with shared amenities relating to equine; however, most of them have gone to the wayside. He stated there have been mixed reports relating to having those common facilities that everyone can utilize due to illnesses in the equine community. Mr. Rison advised that it is an option under the hamlet provision that staff look for the open space to be controlled by the homeowner's association (HOA) system; however, it can be divided out into paddocks with common facilities. He stated Bel-Lago is a version of that with an inner circle of 1 acre lots with no open space and the outer ring has a 1 acre lot plus an open space tract.
Commissioner Stone stated 60% of the development has to remain open space, which is a lot for a hamlet. She commented on the ability to have a horse on the property (3 or 5 acres) they may not need all the open space that the community is required to maintain.
Mr. Rison advised that this is an example of the current hamlet, which is the typical 5 acres. He stated the owner gets their buildable area space and the rest is the remainder of their lot. Mr. Rison advised that the Hunterdon Hamlet is an example, noting it is actually 2 hamlets.
Chairman Bryant stated she understands from a planning perspective the County wants to get as much density as possible within the UGB. She commented on having the ability for the Board to review requests relating to developing a property with higher density residential to allow for 1 acre lots. Chairman Bryant advised that there are individuals who do not want people on top of them but do want to live in town.
In response to Mr. Bouyounes, Chairman Bryant stated she is talking about 1 acre lot subdivision within the UGB. He advised that there are still places where they can be platted.
Mr. Rison stated properties that are medium density residential today can be done at 1 unit per acre due to that being the minimum density for the area.
Commissioner Zalak advised that the medium density classification makes it unaffordable to purchase that property for 1 acre lots, noting water and sewer connections would also be required.
Chairman Bryant stated if somebody comes in and wants to do that in the UGB, it should be encouraged.
Commissioner Zalak opined that such an applicant would have to be given a waiver for water and sewer.
Deputy Growth Services Director Ken Weyrauch advised that the Department has not turned anyone away for a similar request, noting they have not received any applications.
Commissioner Stone stated she has been told by developers that it is too expensive to develop those types of properties.
Mr. Bouyounes commented on the possibility of an individual wanting to do this outside

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the UGB and questioned whether the Board is open to that option. Chairman Bryant advised that she wants to have the conversation and see what it would look like as log as it is not located in the FPA.
Mr. Bouyounes stated in the last year to year-and-a-half he spoke to a developer that wanted to do 1 acre lots outside the UGB, noting the biggest issue was how to get water and sewer to the project. He stated the Board will have to decide if they want to allow this without water and sewer.
Chairman Bryant advised that for 1 acre parcels there has to be water and sewer.
Commissioner Zalak stated it must be over 3 acres to waive the water and sewer requirement.
Commissioner McClain commented on areas outside of the UGB where there are mini farms, noting that occurred through individuals selling off an acre here or there. He advised that it is very rare to have a developer who will come in and develop 1 to 3 acre horse farms. Commissioner McClain addressed the inability of individuals to sell off a portion of their property, noting the County does not allow it in some areas and buyers are often financially limited to a single acre.
In response to Commissioner Stone, Ms. Knighting stated the average lot size along the boundary of the UGB on the inside is under 5 acres.
Chairman Bryant advised that the TDR process needs to be fixed. She stated what is being done with buffers relating to residential to agriculture is likely the best fix, noting she would be concerned about challenges over some of the 100 ft. setbacks.
In response to Chairman Bryant, Mr. Minter opined that concern relating to the 100 ft. setback is legitimate.
Chairman Bryant stated it could constitute a taking in some cases due to telling an individual they cannot use their property.
Ms. Knighting advised that because of the caveats (parcels of record, family divisions, bona fide agricultural) KHA tried to think of every scenario from the public and private sides as to how this could go wrong. She clarified that it will not apply to every parcel and will essentially impact new development. Ms. Knighting expressed concern that anytime a new restriction is added, something may happen. She commented on the 100 ft. being a considerable amount, noting some lots can be 100 ft.
Mr. Bouyounes stated it is less than 60% open space. He advised that this relates to new development. Mr. Bouyounes commented on a previous application requesting to put multi-family housing in at the UGB with 3 floors, noting that is when the discussion began.
Chairman Bryant questioned if the recommended buffers would fix the issue.
Commissioner McClain stated it can be addressed through the PUD process.
Chairman Bryant stated the Board will leave the UGB line where it is today.
Mr. Bouyounes advised that there will not be a stepdown plan; however, there is a buffer plan.
Commissioner Stone stated there is a lot happening in Tallahassee right now that could override anything the Board may choose to do now.
General discussion ensued relating to the project Mr. Bouyounes referred to with the 3-story multi-family product.
Chairman Bryant passed the gavel to Commissioner Zalak who assumed the Chair.
Commissioner Bryant out at 3:50 p.m.
Amber Gartner, KHA, SE 17th Street, referred to Policy 2.1.2: LOS Standards, noting the table and text have not changed. She advised that this is the previously proposed redline, which includes an error that will be changed so it reads “Congestion Management

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Process" (CMP) in the final Comprehensive Plan update. Ms. Gartner stated the previous conversation related to scenic roads, noting the current scenic road LOS is lower in the urban area than it is in the rural area. She opined that this is counterintuitive due to the desire to promote growth more in the urban area. Ms. Gartner referred to a map depicting scenic roads throughout the County, noting there are 45 currently designated in the Land Development Code (LDC). She advised of a printing error on the map resulting in the omission of County Road 475A (CR 475A), which is a scenic road from Paddock Mall south, to just south of the greenway. Ms. Gartner stated some of the scenic roads are not Marion County owned and maintained, noting a portion is in the City of Ocala. She advised that there are 22 urban, 17 rural, and 6 with portions that come in and out of the urban area.

Commissioner Bryant returned at 3:53 p.m.

Chairman Zalak returned the gavel to Commissioner Bryant who resumed the Chair.

Ms. Gartner stated KHA had proposed to change all scenic roads to LOS C, noting previously the urban were LOS B.

Ms. Gartner referred to a map showing scenic roads 2023 LOS, which also omits CR 475A. She stated a lot of roads are not counted and are scenic due to their rural nature. The County does not collect traffic data on these roads, and they are not necessarily tracked for congestion purposes. Ms. Gartner advised that the map shows the LOS letter grade for those roads that were on the 2023 CMP. She stated anything in the shaded area is the Florida Department of Transportation (FDOT) boundary and currently has a LOS B, noting anything in the shaded area that is a color other than green currently operates above the LOS B standard set for scenic roadways in the urban area. Ms. Gartner advised that the roads located outside of the urbanized area are rural and have a LOS C and all operate at a C or better apart from SW 66th Street at CR 475A. CR 475A has portions that operate at LOS B and LOS C today. She stated there is currently only 1 rural roadway that exceeds the LOS C standard, noting changing from LOS B to LOS C in the urban area means somethings that are deficient today would be within the LOS standard. Ms. Gartner advised that there are still 4 roadways currently operating at LOS D (yellow on the map) inside the urban area that would still exceed a LOS C standard. She stated those roadways would be changed to LOS C. Ms. Gartner referred to the scenic roads 2028 LOS map, noting the only thing that will change is a segment of SW 66th Street going from a LOS C to LOS D. She advised that there are roadways in both the urban and rural area that are currently exceeding the LOS standard; however, changing the urban LOS standard from B to C means anything in blue will now meet LOS standard. Ms. Gartner recommended staff review its Scenic Road Ordinance outside of this Comprehensive Plan process.

In response to Chairman Bryant, Ms. Gartner opined that the reason for changing the LOS from B to C is because there is a lower standard in the urban area than the rural area.

Commissioner Zalak stated it was done to keep development off those roads.

Chairman Bryant advised that roads classified as LOS B are deficient in some areas and not operating the way they should. She stated by changing it to LOS C it is implied that they are operating fine and there are no deficiencies.

Commissioner McClain questioned what can be done to resolve the issue. Ms. Gartner advised that per the County's Scenic Road Ordinance those roads cannot be widened. She stated it is acceptable to add turn lanes, intersection signalization, flooding improvements, and safety maintenance. Ms. Gartner advised that if there is development

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adjacent to those roads it can be considered with those applications or there can be parallel roads.
Commissioner Zalak stated the Ordinance can be changed to allow widening.
Ms. Gartner advised that some roads can be taken out of the scenic designation.
Mr. Bouyounes stated the scenic roads whether they are LOS B or LOS C, are still at a higher standard than any other road in the County. He advised that it makes sense to stick to 1 designation for scenic roads, noting he would not recommend going to a LOS B.
Ms. Gartner addressed the LOS on non-scenic roads. She stated the current adopted LOS in the urbanized area is LOS E and it is being proposed to go to LOS D. In the Rural areas it is currently LOS D and is being proposed to go to LOS C. Ms. Gartner advised that in the current Comprehensive Plan, scenic roads are at a lower LOS than both of those current ones. They are at LOS C and B. She stated bringing both to C means that still in the urban area, there is a higher standard for the scenic roads than all other roads because they would have a standard D.
Mr. Bouyounes advised that staff need to look at the LDC and refine the list, noting the County's Ordinance no longer applies relating to roads that have changed jurisdiction.
Chairman Bryant noted she needs more time to consider the matter.
Mr. Bouyounes stated there needs to be discussion relating to the restrictions on scenic roads prior to making any improvements.
In response to Commissioner Curry, Mr. Bouyounes stated staff is very restricted as far as what can be done relating to the designation of a scenic road. He advised that widening the road to 4 lanes requires obtaining an exemption.
Ms. Gartner stated there is also a public hearing process required in the Code of Ordinances.
Mr. Bouyounes clarified that the same process is required just to add a turn lane.
Chairman Bryant opined that CR 475A should be considered for improvements prior to Highway 475, noting the volume of traffic on CR 475A especially when Interstate 75 (I-75) is shut down or backed up.
Mr. Bouyounes commented on identifying the limits of where the scenic road starts and ends.
Commissioner Curry stated he is not in favor of anything that interferes with the tree canopy on Highway 475.
Mr. Bouyounes opined that it is unlikely staff would recommend anything that would change the area where those canopies are located.
Commissioner Zalak questioned if the scenic roads have to be turned into parkways in order to widen them. Commissioner Stone advised that the County would need to acquire property, move a road and have another road.
Chairman Bryant reiterated that the conversation is more fitting relating to CR 475A due to the things that have happened on CR 475A. She stated CR 475A is not in any kind of plan, nor has the funding been identified. She questioned what the benefit is of changing the LOS for Highway 475 from LOS B to LOS C. Ms. Gartner advised that KHA was providing input, so all the scenic roads are 1 designation and have a higher standard in the urban area to allow the growth to occur.
In response to Chairman Bryant, Ms. Gartner stated changing from LOS B to LOS C is a recognition that more development is going to happen in the urbanized area and the Board is setting LOS standards that are more achievable. She questioned if the Board accepts the change removing scenic road urban and making everything scenic road, or if

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they prefer to keep is as is with 2 designations.
Commissioner Zalak advised that none of the County's roads should be below a LOS C.
Commissioner McClain stated he does not like spending millions of dollars on empty roads.
Commissioner Stone stated there are peak times when roads do not meet LOS C.
Ms. Gartner stated there are different classifications, noting there are standards set for the County's arterials, collectors and Interstates. She advised that the character of an arterial road is very different than an uninterrupted flow.
In response to Commissioner Zalak, Ms. Gartner stated it is always a matter of planning for the future and playing catch up. She advised that this is not only a challenge for Marion County, but anywhere development is happening. Ms. Knighting stated things are being put in place to secure funding for the improvements needed to catch up.
Mr. Bouyounes opined that staff and the consultant (KHA) have provided the Board with a very reasonable recommendation on the LOS that is somewhere in the middle. He advised that the County will not stop individuals from developing in appropriate places like the UGB. Mr. Bouyounes commented on having an aggressive improvement plan, noting the Sales Tax will be a huge help in funding those things. He stated the County can accommodate good traffic flow and still allow growth in the community. He stated the recommendations are very reasonable and practical.
In response to Chairman Bryant, Mr. Bouyounes advised that either way it does not set the Board up to say no to a project in that area if that is their decision.
Chairman Bryant questioned who must participate in the funding relating to a new project that requires additional capacity when there is a LOS C. Mr. Bouyounes stated regardless of LOS the Board establishes, when a development comes in they perform a traffic study. If it is determined that the project is impacting that highway based on the standard LOS adopted by the Board, staff will have to identify the fix and how it would be accomplished. He advised this would occur prior to approval.
In response to Commissioner Zalak, Mr. Bouyounes stated there are very few failing roads in the County.
Commissioner Zalak commented on the background traffic that is impacting roads in the County.
Mr. Bouyounes advised that whether there is a LOS B or LOS C, the roads are impacted the same way.
Commissioner Zalak stated he is unsure if the LOS relating to roads matters as much as the LOS at intersections.
Mr. Bouyounes advised that the recommendations being provided are setting up the County for the future when there are large developments, the Board will be able to work out something whether it is proportionate share or any other way.
Commissioner Zalak stated that there are no fixes, expansions, tweaks or improvement plans that individuals can participate in for intersections. He clarified that there has to be an improvement plan in the Transportation Improvement Program (TIP) for proportionate share to take effect.
Commissioner McClain commented on the recent increase in Impact Fees. He opined that too much time is spent relating to capacity and widening roads, noting the County should build new roads and corridors to get individuals off the roads long term.
Commissioner Zalak commented on the length of time it will take to fill up new roads, noting once they are built new developments will be created that fill the roads up.
In response to Ms. Gartner, Mr. Bouyounes advised that the scenic roads discussion will

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be a bring back item at a future meeting.
Commissioner Curry requested an update relating to improvements for the section of CR 475A where flooding occurs.
Mr. Bouyounes stated staff are working on the drainage problem on that segment of 475A in addition to the roundabout at 475A and Williams Road.
County Engineer Steven Cohoon, Office of the County Engineer (OCE), advised that staff are working with adjacent property owners relating to the roundabout plans. In regard to widening, the Department is at 90% planned delivery for that ultimate consideration. Just the two lane portion and the elevation are what staff have that they are ready to roll with, but the plans will be such that this can roll into a four lane as well in the future. He stated now in the TIP he believes fiscal year (FY) 26 is when staff have slated for the two lane elevating road portion.
Chairman Bryant questioned what the Department has planned for that area this year, noting she was recently there and saw dry pastures. She stated she is unsure why staff are not talking to that property owner about possibly making that a retention pond.
Mr. Cohoon advised that there are negotiations and discussions with property owners, not only at SW 66th Street but with some of the stakeholders that are adjacent to CR 475A.
Chairman Bryant questioned if there is anything that needs to be put in place for the County's contingency plan for next year in the event the area is hit by a storm. Mr. Cohoon advised that there are internal discussions relating to pre-staging things, noting if there is a need this year for some temporary pumping, staff will be ready.
Ms. Gartner provided an overview of the red line changes relating to sub-area studies and corridor specific service volumes.
In response to Commissioner Zalak, Ms. Gartner stated the FDOT Quality/LOS (Q/LOS) Handbook data is established through a calculation to determine equivalent volume on a roadway that equates to a LOS standard.
Commissioner Curry out at 4:21 p.m.
Ms. Gartner advised that it is based on the Highway Capacity Manual (HCM), which is actually the industry standard to determining LOS operation for a particular roadway type. She stated this information creates generalized service volume tables and it is based on a roadway type and then a roadway location (urbanized, rural, transitioning). Staff can compare the daily actually observed volumes, peak hour two way volumes, and peak hour directional volumes against these service volumes that have been established for different LOS standards. Ms. Gartner advised that it is generally used statewide because it converts a more complicated process. She stated for arterial roads and collector roads that are signalized, the way that the HCM actually measures LOS is based on travel speed, noting it is not necessary to go out and collect travel speed every year to compare against those standards. Ms. Gartner advised that FDOT has done some calculations based on assumptions of what is the speed limit, how many driveways there are, how many turn lanes, how dense the signals are, and come up with an equivalent volume. That is a standard methodology that is used mostly across the state, but it could be done for a particular corridor. She stated currently there are none that she is aware of in the County with a corridor specific service volume. Ms. Gartner advised that when traffic studies are conducted the cars are being counted. The volume is projected and compared against a service volume. She stated the service volume portion does not change; it is the actual volume that is collected and projected compared to that base service volume. That is what the traffic study is doing. Ms. Gartner advised that the traffic study

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hypothesizes about how many cars this community will add and looks at the real numbers on the corridor relating to the volume piece. She reiterated that the service volume does not change. Ms. Knighting stated how many cars are allowed on that road is the standard and the standard volume does not change.

Mr. Bouyounes stated it is probably good due to the ability to squeeze more traffic/volume when performing the detailed study.

Commissioner Zalak stated a study was completed relating to State Road (SR) 200 and more when Commissioner Curry was the Chairman, noting it was stated there is not one that exists. Ms. Gartner advised that KHA still uses the FDOT generalized service volumes. She stated the way that KHA looked at future volumes is they performed a projection based on all the developments and did it as a sub-area as opposed to one specific road. Ms. Gartner clarified that KHA was still looking at projecting out actual volumes on the road compared to a service volume; however, that service volume was still based on the FDOT generalized, that KHA uses for all other studies and for the County's CMP.

Commissioner Zalak questioned if this is still being done in a way that is going to capture the volume that is there plus the new volume and the background volume. He advised that it does not seem like the data is capturing that and the County continues to put these roadways into failure beyond their capacity.

Ms. Gartner stated each time a development application comes in the County's LDC dictates what is required in a traffic study. She advised that depending on the size of the development, an applicant will have to study further out or closer. If it's a smaller development only the roadways right adjacent have to be studied, but if it is a much larger development because the impact is greater, the applicant has to study 5 miles away.

Commissioner Curry returned at 4:25 p.m.

Ms. Gartner stated it is the same process of taking data (counting cars on the road today) and adding background growth from two sources. She advised one source is all the historic data of what has been happening over the course of the past 5 to 10 years and applying the annual growth rate. The other is staff's list of other developments that have been approved in this area that the County needs to add on top. Ms. Gartner stated there are longer ranged studies to the County's Long Range Transportation Plan (LRTP), which is based on the FDOT maintained model and updated every 5 or more years. She stated it is based on input that staff provides saying the County's population's going to grow to 500,000 and questions where the growth will occur. That information is put into the model in addition to all the other communities in District 5, FDOT runs that to see what the projections are and that gives a forecast as to the volumes on the roads. Ms. Gartner advised that this does not provide a complete picture due to not including every single road in the County; however, it has the major roads and gives a picture as to how those volumes will grow. She stated the addition was because the County might do corridor specific service volumes, might evaluate LOS based on corridor specific studies or might do sub-area studies that it wants to use in the future when looking at the County's LOS on its roads.

In response to Commissioner Zalak, Ms. Gartner advised that she has done specific studies in the past and used the data to show that a road designated as a LOS F is really a LOS D.

Ms. Gartner referred to the red line relating Policy 2.1.5: Bicycle and Pedestrian LOS, noting based on a previous discussion language was added to include shared-use paths after bicycle facilities.

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In response to Commissioner Stone, Ms. Gartner stated a sidewalk is not considered a shared-use path; however, a shared-use path does provide for pedestrian use.
Ms. Gartner addressed Policy 4.1.4: Planning Strategies, which is the policy that was added related to prioritization of improvements once the traffic volume reaches 80% of the adopted service volume.
Chairman Bryant stated she is comfortable with the new red line language.
In response to Chairman Bryant, Ms. Gartner referred to Policy 4.1.3: Transportation Network Analysis and Measurement. She stated the County currently takes traffic counts annually, updates the CMP through the Transportation Planning Organization (TPO) and the Policies and Procedures manual stated it will be done every 2 years. Ms. Gartner commented on a discussion relating to possibly doing it annually so language was added indicating updates to the CMP will occur at least on a biennial basis.
Chairman Bryant questioned if there is adequate staff to do it annually. Mr. Cohoon advised that there is adequate staff; however, they do not count every single road, nor would it be feasible. He stated the Department has staff and the equipment to put out counters, but it has not reached the point where there has been serious discussion relating to a consultant. Mr. Cohoon advised that areas of concern are checked more frequently than others.
ACA Tracy Straub stated when staff began the West Marion Study, it looked at the LOS transition and found that the reason why mathematically the County was not running anything that showed 80% was due to the 5 year planning and long-range planning effectively picking up all of the 80%, so there was nothing being overlooked.
Ms. Gartner commented on Policy 6.1.4: Funding for Transportation Disadvantaged, noting there was language added due to concerns about possibly not having Marion County Senior Services. She advised of a lone change replacing shall with may relating to Policy 6.1.7: Funding Mechanisms. Ms. Gartner addressed Policy 2.3.5: Alternative Mitigation, which changes the word shall to may, and includes language relating to including transit as this relates to transit mitigation. She commented on Policy 7.1.7: Airports and Airport Hazards, noting this is a new Policy that was added. Ms. Gartner advised of previous conversation relating to the term vicinity. She stated Florida Statute (F.S.) 333 includes the work vicinity, so it was left and staff added, “Pursuant to Florida Statute 333.”
Chairman Bryant expressed concern with individuals believing the County is going out to develop these Planned Service Areas (PSAs), noting the Board just needs to provide the necessary tools and advise of the areas where it is believed the PSAs will work.
Commissioner Stone concurred. She stated she does not want communities to think the County would be helping them to incorporate and become their own small communities. Commissioner Stone advised that in the past some communities have wanted to incorporate, which is not the obligation of the County.
Chairman Bryant stated communities that want to do so are able to go through the process; however, in the past it always comes out that it would cost way too much.
Ms. Knighting advised that KHA is scoped with holding 2 in-person community meetings and 1 virtual meeting after these workshops, noting the thought process is to hold the 2 in-person meetings in Marion Oaks and Silver Springs Shores (SSS) to get feedback from those communities. Ms. Knighting commented on these locations being appropriate for PSAs. She stated KHA will come back before the Board with any recommended changes after the community input is received and have more targeted conversations.
Commissioner Curry expressed concern relating to turnout, noting he is unsure how to

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get the community engaged.
Ms. Knighting stated the Marion Oaks community meeting was well attended with upwards of 100 to 110 community members present. She noted KHA is considering sending targeted letters to individuals in those communities to specifically invite them to that meeting.
Chairman Bryant advised that the discussion on TDRs will be brought back before the Board at another workshop.
Ms. Knighting commented stated KHA worked with County staff and identified that ESOZ is needed due to the impact on water quality. It was decided not to red line anything in the ESOZ section of the Comprehensive Plan.
It was the general consensus of the board to agree to leave the language as it is currently.
In response to Chairman Bryant, Ms. Knighting advised that the next workshop will be held June 23, 2025 at 10:00 a.m. She stated there will be discussion relating to TDRs and a recap at that workshop.

There being no further business to come before the Board, the meeting thereupon adjourned at 4:40 p.m.

_____
Kathy Bryant, Chairman

Attest:

_____
Gregory C. Harrell, Clerk

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Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21169 **Agenda Date:** 11/4/2025 **Agenda No.:** 4.1.

SUBJECT:
Billy Woods, Sheriff - Request Approval of the Annual Federal Equitable Sharing Agreement and Certification

INITIATOR:
Billy Woods, Sheriff

DEPARTMENT:
Marion County Sheriff's Office

DESCRIPTION/BACKGROUND:
This report is required to be completed and submitted to the Department of Justice and the Department of Treasury within 60 days after the close of the fiscal year. The total amount received under the Federal Equitable Sharing Agreement during fiscal year 2024-25 was $17,839.48. Earned interest in the amount of $15,382.01 was accumulated during the year.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to approve and authorize the Chairman to execute the Annual Federal Equitable Sharing Agreement and Certification.

MARION COUNTY SHERIFF'S OFFICE

October 24, 2025

The Honorable Kathy Bryant, Chairwoman
Board of County Commissioners
601 SE 25th Avenue
Ocala, FL 34471

Dear Chairwoman Bryant:

It is requested the Board of County Commissioners sign the attached Annual Federal Equitable Sharing Agreement and Certification Report. This report is required to be completed within 60 days after the close of the fiscal year. The total amount received under the Federal Equitable Sharing Agreement during fiscal year 2024-2025 was $17,839.48. Earned interest in the amount of $15,382.01 was accumulated during the year.

After the certification has been signed, please return the original to the Office of the Sheriff and we will electronically submit to aca.submit@usdoj.gov. This will constitute submission to the Department of Justice and the Department of Treasury.

Sincerely,

Billy Woods, Sheriff

cc: Carl Zalak, Vice Chair
Craig Curry, Commissioner
Matt McClain, Commissioner
Michelle Stone, Commissioner
Mounir Bouyounes, County Administrator
Matthew Minter, County Attorney
Greg Harrell, Clerk of Courts
Jeremiah Powell, Chief Financial Officer

OMB Number 1123-0011
Expires: May 31, 2028

Equitable Sharing Agreement and Certification

NCIC/ORI/Tracking Number: FL0420000
Agency Name: Marion County Sheriff'S Office
Type: Sheriff's Office
Mailing Address: 692 Nw 30th Avenue
Ocala, FL 34475

Agency Finance Contact
Name: Rath, Caitlin
Phone: 3523696849 **Email:** crath@marionso.com

Jurisdiction Finance Contact
Name: Cole, Jennifer
Phone: 3526715520 **Email:** JenniferC@marioncountyclerk.org

ESAC Preparer
Name: Rath, Caitlin
Phone: 3523696849 **Email:** crath@marionso.com

FY End Date: 09/30/2025 **Agency FY 2026 Budget:** $204,730,775.00

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds [1]	Treasury Funds [2]
1	Beginning Equitable Sharing Fund Balance	$290,890.17	$0.00
2	Equitable Sharing Funds Received	$17,839.48	$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	$0.00	$0.00
4	Other Income	$0.00	$0.00
5	Interest Income	$15,382.01	$0.00
6	Total Equitable Sharing Funds Received (total of lines 2-5)	$33,221.49	$0.00
7	Equitable Sharing Funds Spent (total of lines a - n)	$0.00	$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	$324,111.66	$0.00

[1]Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA
[2]Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

	Summary of Shared Funds Spent	Justice Funds	Treasury Funds
a	Law Enforcement Administrative Costs	$0.00	$0.00
b	Training and Education	$0.00	$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	$0.00	$0.00
d	Law Enforcement Equipment	$0.00	$0.00
e	Joint Law Enforcement and Public Safety Operations	$0.00	$0.00
f	Contracts for Services	$0.00	$0.00
g	Law Enforcement Travel and Per Diem	$0.00	$0.00
h	Law Enforcement Awards and Memorials	$0.00	$0.00
i	Drug, Gang, and Other Prevention or Awareness Programs	$0.00	$0.00
j	Overtime	$0.00	$0.00
k	Law Enforcement Initiatives that Further Investigations	$0.00	$0.00
l	Salaries	$0.00	$0.00
m	Non-Categorized Expenditures	$0.00	$0.00
	Total	$0.00	$0.00

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information

Independent Auditor

Name: Timothy Westgate
Company: Purvis Gray
Phone: 352-732-3872 **Email:** tmw@purvisgray.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES [X] NO [ ] THRESHOLD NOT MET [ ]

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse: 2024-09-GSAFAC-0000369217

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations. Further, agencies are required to collect race and ethnicity data as required by 28 C.F.R. 42.106(b) and 31 C.F.R. 22.6(b).

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administrated in the same manner as the jurisdictions's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide,* any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The

Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ **Yes** ☒ **No**

Agency Head

Name: Woods, Billy
Title: Sheriff
Email: sheriff.woods@marionso.com

Signature: _____ Date: 10-24-25

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Bryant, Kathy
Title: Chair
Email: Kathy.Bryant@marionfl.org

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21188 **Agenda Date:** 11/4/2025 **Agenda No.:** 4.2.

SUBJECT:
Billy Woods, Sheriff - Letter of Funding Request Regarding FY 2024-25 Unexpended Funds Returned to the Board of County Commissioners

INITIATOR:
Billy Woods, Sheriff

DEPARTMENT:
Marion County Sheriff's Office

DESCRIPTION/BACKGROUND:
The attached letter from the Marion County Sheriff's Office (MCSO) conveys the unaudited amounts that are being returned to the Marion County Board of County Commissioners. MCSO has been working with the Marion County Facilities department to assist with the needs and design of expanding the jail and is requesting the total general fund balance of $120,131, to be used for the capital improvement project.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to approve funding request.

MARION COUNTY SHERIFF'S OFFICE

October 27, 2025

The Honorable Kathy Bryant, Chairwoman
Board of County Commissioners
601 SE 25th Avenue
Ocala, FL 34471

Dear Chairwoman Bryant:

The un-audited amounts returned to the Board of County Commission for fiscal year 2024-2025 are as follows:

Total County-Wide Budgets	$ 1,208,911
Less Grant Funds	$(272,851)
Total County-Wide Funds	$ 936,060
MSTU Budget	$ 1,289,214
Less Grant Funds	$(312,681)
Less Law Enforcement Trust Fund	$(0)
Total MSTU Funds	$ 976,533
Total Unexpended Funds Returned	**$ 1,912,593**

Per my conversations with the County Administrator, I am respectfully requesting the total general fund balance of $120,131 to be used for the Jail capital improvement project. My Staff has been working with County Facilities on this project to assist with the needs and design of expanding the Marion County Jail. Your consideration and support in this matter is greatly appreciated.

I want to thank the Board for your continuing support for the Office of the Sheriff. I appreciate the excellent working relationship we have established. We continue to provide outstanding Law Enforcement and Detention services to our community, which would not be possible without your help with the funding of the budget.

Respectfully,

Sheriff Billy Woods

cc: Carl Zalak, Vice Chair
Craig Curry, Commissioner
Matt McClain, Commissioner
Michelle Stone, Commissioner
Mounir Bouyounes, County Administrator
Greg Harrell, Clerk of the Court
Audrey Fowler, County Budget Director
Jeremiah Powell, Budget/Finance

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21126 **Agenda Date:** 11/4/2025 **Agenda No.:** 5.1.1.

SUBJECT:
Criminal Justice Court Costs Fund - Multiple Departments - $59,257

INITIATOR:
Jeff Fuller, Trial Court Administrator

DEPARTMENT:
Court Innovations-Law Library

DESCRIPTION/BACKGROUND:
This amendment will provide funding for a new position that will be jointly funded by two departments. The shared funding approach ensures efficient use of existing resources without requiring new appropriations. Court Innovations has maintained a consistent funding surplus over multiple fiscal years while still generating enough to fund 60% of this position. The Law Library will fund 40%, which is made possible through the reallocation of funds previously dedicated to copy machine rental contracts.

This funding will support a Staff Assistant IV position. The Law Library is experiencing an increase in usage by the public and additional support is needed to meet that demand. Additionally, the position will assist the Staff Attorneys with administrative responsibilities, which will allow them to focus more of their time on higher level tasks as we prepare for an increase in workload with the creation of new judgeships.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolutions.

RESOLUTION NUMBER 25 - 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 CRIMINAL COURT COST FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
1052 - 270 - 531109	COURT INNOVATIONS - STAFF ATNY PROFESSIONAL SERVICES	$35,554
		$35,554

Transferred To:

Account	Cost Center - Account Title	Amount
1052 - 270 - 512101	COURT INNOVATIONS - STAFF ATNY REGULAR SALARIES & WAGES	$22,764
1052 - 270 - 521101	COURT INNOVATIONS - STAFF ATNY FICA TAXES	$1,741
1052 - 270 - 522101	COURT INNOVATIONS - STAFF ATNY RETIREMENT CONTRIBUTIONS	$3,194
1052 - 270 - 523101	COURT INNOVATIONS - STAFF ATNY HEALTH INSURANCE	$7,675
1052 - 270 - 523401	COURT INNOVATIONS - STAFF ATNY LIFE, AD&D, LTD	$153
1052 - 270 - 524101	COURT INNOVATIONS - STAFF ATNY WORKER'S COMPENSATION	$27
		$35,554

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 4th day of November, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

RESOLUTION NUMBER 25 - 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 CRIMINAL COURT COST FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
1052 - 260 - 531109	LAW LIBRARY PROFESSIONAL SERVICES	$15,000
1052 - 260 - 549990	LAW LIBRARY OTH CURR CHRG - MISC EXPENSES	$8,703
		$23,703

Transferred To:

Account	Cost Center - Account Title	Amount
1052 - 260 - 512101	LAW LIBRARY REGULAR SALARIES & WAGES	$15,176
1052 - 260 - 521101	LAW LIBRARY FICA TAXES	$1,161
1052 - 260 - 522101	LAW LIBRARY RETIREMENT CONTRIBUTIONS	$2,129
1052 - 260 - 523101	LAW LIBRARY HEALTH INSURANCE	$5,117
1052 - 260 - 523401	LAW LIBRARY LIFE, AD&D, LTD	$102
1052 - 260 - 524101	LAW LIBRARY WORKER'S COMPENSATION	$18
		$23,703

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 4th day of November, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, 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.: 2025-21183 **Agenda Date:** 11/4/2025 **Agenda No.:** 5.1.2.

SUBJECT:
Fire, Rescue and EMS Fund - Fire Rescue Services - $86,589

INITIATOR:
James Banta, Fire Chief

DEPARTMENT:
Fire Rescue

DESCRIPTION/BACKGROUND:
Marion County Fire Rescue (MCFR) has been awarded a grant from the Florida Department of Law Enforcement to support the purchase of three drones. The grant provides $25,000, which covers the cost of one drone. This budget amendment serves to formally recognize the grant award and authorize the transfer of funds necessary to complete the purchase.

To fund the remaining cost, dollars will be reallocated from the “Aid to the City of Ocala” budget line. Each year, in accordance with the Automatic Aid Agreement between MCFR and Ocala Fire Rescue (OFR), both agencies review the number of mutual aid calls provided during the prior calendar year, which in this case is 2024, to determine the amount owed to the City of Ocala. This year’s review resulted in a mutually agreed-upon amount that is lower than originally budgeted, creating savings that can be redirected to support the drone acquisition.

These available funds will be used for this one-time capital purchase. If the drones are not received before the end of the fiscal year, a reappropriation may be necessary to carry forward the funding.

A corresponding purchase order for this acquisition will appear on this agenda under “Purchases Over $50,000” and will be presented for approval.

BUDGET/IMPACT:
Increase Fire, Rescue and EMS Fund appropriation by $75,000.

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 25 - 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 FIRE, RESCUE AND EMS FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
1120 - 300 - 334245	FIRE RESCUE SERVICES DRONE REPLACEMENT PROGRAM	$75,000
1120 - 300 - 581120	FIRE RESCUE SERVICES AID TO CITY OF OCALA - FR RESC	$11,589
		$86,589

Transferred To:

Account	Cost Center - Account Title	Amount
1120 - 300 - 564101	FIRE RESCUE SERVICES MACHINERY & EQUIPMENT	$86,589
		$86,589

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 4th day of November, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

BUDGET AMENDMENT NUMBER 2026 - 2 - 40

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Graff (Last) Robert (First) (Dept) Fire-Rescue - 3310

(Title) Deputy Chief (Phone) (352) 427-9890

Signature [signature] Date 10/10/25

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

The FDLE released a special grant opportunity to us yesterday with a very short timeline based on low recipient requests. The deadline for application is October 14th. This is a grant award that requires no matching funds and we are requesting up to $75,000 for the purchase of 3 approved drones. This program will front the money or reimburse based on our choice.

I am aware of the time constraints and requests for the normal LRM process. This opportunity only became known yesterday and has a very quick approaching deadline.

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. 2025-1043

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 Lori.Zirkle at 11:43 am, Oct 10, 2025

Attorney Signature: [signature] Date 10/10/25

Staff Signature: Lori Zirkle (Completed) Date: 10/10/25 Returned: ☑ Department ☐ Admin ☐ _____

Rev2 03/19/2025

Award #: 3X258
CSFA: 71.092

Drone Replacement Program Financial Assistance Agreement
between
Florida Department of Law Enforcement
and
Marion County Fire Rescue

This agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the Recipient Agency named above.

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient upon the terms and conditions hereinafter set forth, and

WHEREAS, The General Appropriations Act, 2023 Legislature, Section 123 provides approximately $25,000,000 in nonrecurring funds to the Florida Department of Law Enforcement for the Drone Replacement Program established in Chapter 2023-240, Laws of Florida, and

WHEREAS, The General Appropriations Act, 2024 Legislature, Section 147, reverted and appropriated the unexpended balance of funds for use in the 2024-2025 fiscal year, and

WHEREAS, Chapter No. 2024-228, Section 44, amended Drone Replacement Program requirements, and

WHEREAS, The General Appropriations Act, 2025 Legislature, Section 132, reverted and appropriated the unexpended balance of funds for use in the 2025-2026 fiscal year, and

WHEREAS, Chapter No. 2025-199, Section 55, amended Drone Replacement Program requirements, and

WHEREAS, Section 934.50, Florida Statutes establishes rules, regulations, and security standards for the use of drones by governmental entities, and

WHEREAS, pursuant to Rule 60GG-2.0075, Florida Administrative Code, the Department of Management Services (DMS) has published minimum security standards for drones used by governmental entities; and

WHEREAS, the Recipient seeks to receive funding to purchase a drone that meets required minimum security standards.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree to this agreement as follows:

This agreement is subject to all applicable state financial assistance standard conditions provided in **Appendix B.**

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

FDLE will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. for state financial assistance. The Recipient shall perform all tasks, activities, and provide deliverables, including reports, as specified in this agreement. FDLE's determination of acceptable expenditures shall be conclusive.

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances

contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Expenditures of state financial assistance shall be compliant with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures published by the Florida Department of Financial Services.

OVERVIEW AND FUNDING

Project Title: FY2025-26 Drone Replacement Program

Project Start Date: 07/01/2025 **Project End Date:** 06/30/2026

Program Activities and Scope of Work

The Florida Legislature amended Section 934.50, Florida Statutes during the 2022 session. By July 1, 2022 governmental agencies using any drone not produced by an approved manufacturer must implement a plan to discontinue the use of the such drone by January 1, 2023. This grant provides funding for the Recipient to purchase drones that meet the compliance requirements outlined in Rule 60GG-2.0075, Florida Administrative Code.

The Recipient must prepare a Drone Funding Request Form (**Appendix A**) to receive funding under the revised program guidelines in Chapter 2025-199, Section 55, Laws of Florida. This form includes information about the recipient agency and how many drones they anticipate purchasing. The Department will review the request and allocate funding based on the information provided. The Recipient will be awarded funds, not to exceed $25,000 per compliant drone, approved by the Department on the Drone Funding Request Form (**Appendix A**).

DELIVERABLES

As stated in the scope and responsibilities above, the Recipient shall purchase new drones that are compliant with Rule 60GG-2.0075, Florida Administrative Code.

DISTRIBUTION AND PAYMENTS

This award is a cost-reimbursement agreement with the ability to request a cash advance. The Recipient will be awarded funds, not to exceed $25,000 for each compliant drone approved to purchase under this award.

Any funds paid in excess of the amount to which the participating agency is entitled under the terms and conditions of the agreement must be refunded to FDLE. Factual misrepresentations of drone purchases or other certifications will result in the loss of funding.

Funds under this agreement will be disbursed when all the following criteria are met:

- Executed agreement is signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us;
- The Drone Funding Request Form (Appendix A) is prepared and signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us; and
- Criteria is met for Option 1 (Reimbursement) or Option 2 (Cash Advance):

  Option 1 = Reimbursement: The Recipient may use its own funds to purchase the compliant drone and provide documentation related to the purchase including: purchase order, invoice, and proof of payment (cancelled check, bank/card statement, etc.).

  Option 2 = Cash Advance: The Recipient may request a cash advance to receive program funds and subsequently purchase the compliant drone. In order to qualify for this method of payment, the Recipient must provide a valid, executed purchase order and must be ready to order the compliant drone immediately upon the receipt of advanced funds. The Recipient must

Award #: 3X258
CSFA: 71.092

provide documentation of purchase (invoice) and proof of payment (cancelled check, bank/card statement, etc.) within 45 days of receiving the advanced funds. Failure to provide documentation within 45 days will result in the Recipient being required to submit a refund to FDLE.

FDLE GRANT MANAGEMENT CONTACTS

The following individuals can assist with any program related questions or concerns:

FDLE Grant Manager
Name: Patricia Stark
Title: Government Analyst II
Phone: 850-617-1252
Email: PatriciaStark@fdle.state.fl.us

FDLE Alternate Contact
Name: Tennille Robinette
Title: Research & Planning Administrator
Phone: 850-617-1268
Email: TennilleRobinette@fdle.state.fl.us

If you are unable to reach either member above directly, please call the Bureau of Criminal Justice Grants main line at 850-617-1250 or email OCJGSFA@fdle.state.fl.us.

RECIPIENT CONTACTS

For assistance with any contract or financial questions, the Florida Department of Law Enforcement can contact:

Contract/Grant Manager: (please print)
Name: Robert Graff
Title: Deputy Chief
Phone: 352 291 8084
Email: robert.graff@marionfl.org

Chief Official (please print)
Name: James Banta
Title: Fire Chief
Phone: 352 291 8000
Email:

Financial Contact: (please print)
Name: Cassandra Li
Title: Finance Manager
Phone: 352-291-8000
Email: cassandra.li@marionfl.org

Alternate Point-of- Contact (please print)
Name:
Title:
Phone:
Email:

Recipient's Vendor ID (FEID/EIN): 59-6000735

Please provide the Remittance/Payment Address where a check should be mailed if the Recipient is not set up for EFTs from the State of Florida:

Entity Name: Marion County Fire Rescue
Address 1: 2631 SE 3rd St
Address 2:
City, State, Zip: Ocala FLorida 34471

Award #: 3X258
CSFA: 71.092

SIGNATURES

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeovers, whiteout, etc. are not permitted.

Florida Department of Law Enforcement
Bureau of Criminal Justice Grants

Signature: _____ Date: 10/13/25

Printed Name and Title: Cody Menacof, Bureau Chief

Recipient
Marion County Fire Rescue

The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

Recipient Chief Official

Signature: _____ Date: 10/10/25

Printed Name and Title: James Banta, Fire Chief

***** If using a designee, sign the Chief Official Designee section below*****

Recipient Chief Official Designee

Signature: _____ Date: _____

Printed Name and Title: _____

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date: _____

Printed Name and Title: _____

Signature: _____ Date: _____

Printed Name and Title: _____

Award #: 3X258
CSFA: 71.092

Appendix A – Drone Funding Request Form

Recipient: Marion County Fire Rescue **County:** Marion

1. Recipient Type (select all that apply):

   ✓ New Recipient (no funds received under this program)
   Located in a fiscally constrained county
   None of the above

2. How many drone pilots do you currently have on staff? 5

3. How many additional pilots are you seeking to train/certify? 19

4. How many compliant drones do you currently have in your fleet? 1

5. How many additional drones are you seeking with these funds? 3

   Based on your request, you are seeking an award amount of $ 75,000.00
   (max reimbursement of $25,000 per drone)

   Provide any additional information we should consider when reviewing this request.
   Marion County Fire Rescue (MCFR) currently operates one compliant unmanned aircraft system (UAS) that supports mission-critical operations including structure fire overwatch, hazardous materials incidents, search and rescue, storm damage assessment, and technical rescue operations. This single aircraft has proven highly effective but leaves no redundancy for concurrent incidents, maintenance, or training use. Because Marion County is over 1600 square miles, two special operations teams provide countywide coverage from north and south locations, often managing concurrent high-risk incidents. Funding for three compliant drones will allow one aircraft for each team and one reserve unit each to ensure coverage during long scene operations, maintenance, and/or training.

By signing below, I am submitting the request to receive funding in accordance with the revised Drone Replacement Program guidelines cited above.

Signature: **Date:** **10/10/2025**

Name/Title: Deputy Chief of Operations Robert Graff

****** FDLE BUREAU OF CRIMINAL JUSTICE GRANTS ONLY ******

The Recipient may purchase 3 drones and receive reimbursement of up to $25,000 each, not to exceed the award amount of $75,000.00

Authorized Official

Date 10/13/25

Award #:
CSFA: 71.092

Appendix B – FY2025-26 State Financial Assistance Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and execution of the contract by both the Recipient and the Florida Department of Law Enforcement. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

SECTION I: PROJECT IMPLEMENTATION

Legal Authority: The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Not Operational within 60 and 90 Days: If a project is not operational within 60 days of the original start date of the award period, the Recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date. If a project is not operational within 90 days of the original start date of the award period, the Recipient must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, require additional project documentation and justifications throughout the award period. The Department will also require the Recipient provide a revised project timeline that includes all anticipated project activities, tasks, and estimated completion date(s).

SECTION II: PAYMENTS

Obligation to Pay: The State of Florida's obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

Overpayments: Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department. Any balance of unobligated cash that has been paid and has not been authorized to be retained for direct program costs in a subsequent period must be refunded to the Department.

Advance Funding (Drone Program Only): Advance funding may be provided to a Recipient upon completion and submission of the following to the assigned FDLE Grant Manager: (1) a completed "Compliant Drone Cash Advance Request" form, (2) a valid, executed Purchase Order, and (3) vendor quote(s) for the compliant drone. The request form must be signed by the Chief Official. Advanced funds must be spent on drone purchase within 30 days of receipt. In order to reconcile the Cash Advance, the Recipient must provide the invoice and proof of payment for the compliant drone to the assigned FDLE Grant Manager within 45 days of the receipt of the advanced funding. Should extenuating circumstances arise which prevent the expenditure of advance funds within 30 days of receipt, or the provision of required documentation to reconcile the funds, a written request to retain the funds must be provided by the Recipient and approved by the Department. Failure to provide documentation will result in a refund of any advanced funding.

SECTION III: PROJECT AND GRANT MANAGEMENT

Personnel Changes: The Recipient must notify the FDLE grant manager of any change in the Chief Officials or Project Director or any change in contact information, including mailing address, phone number, email, or title change.

Award #:
CSFA: 71.092

Obligation of Grant Funds: Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the Recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the grant period of performance.

Financial Management: The Recipient must have a financial management system able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients. The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices. Recipient must have written procedures for procurement transactions.

Travel: Cost for travel shall be reimbursed at the Recipient's travel rate, but the maximum reimbursement for each type of travel cost shall not exceed rates established in State of Florida Travel Guidelines, §112.061, F.S.

Subcontracts: Recipient agrees that all employees, subcontractors, or agents performing work under the agreement shall be properly trained individuals who meet or exceed any specified training qualifications. Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this agreement, and will not assign the responsibility for this agreement to another party. If the Recipient subcontracts any or all of the work required under this agreement, the Recipient must provide a completed DFS-A2-NS (Recipient-Subrecipient vs. Vendor Determination) form and a copy of the executed subcontract within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this agreement, to the extent allowed and required by law.

Grant Adjustments: Recipients must submit a Request for Grant Adjustment to the FDLE grant manager for substantive changes such as: scope modifications, changes to project activities, target populations, service providers, implementation schedules, project director, designs or research plans set forth in the approved agreement, and for any budget changes affecting a cost category that was not included in the original budget. Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval, as long as the funds are transferred to an existing line item. Adjustments are required when there will be a transfer of 10% or more of the total budget between budget categories. Under no circumstances can transfers of funds increase the total award. Requests for changes to the grant agreement must be signed by the Recipient or Implementing Agency's chief official or the chief official's designee. All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

Property Management: The Recipient shall establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

SECTION IV: MANDATORY DISCLOSURES

Conflict of Interest: The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to the Department.

Violations of Criminal Law: The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

Convicted Vendors: The Recipient shall disclose to the Department if it, or any of its affiliates, as defined in §287.133(1)(a) F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any activities listed in the agreement for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Vendors on Scrutinized Companies Lists: If this agreement is in the amount of $1 million or more, Recipient certifies upon executing this agreement, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, F.S., or engaged in business operations in Cuba or Syria. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

Discriminatory Vendors: The Recipient shall disclose to the Department if it or any of its affiliates, as defined by §287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to §287.134, F.S. may not a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; c) submit bids, proposals, or replies on leases of real property to a public entity; d) be awarded or perform work as a contractor, subcontractor, Recipient, supplier, subrecipient, or consultant under a contract or agreement with any public entity; or e) transact business with any public entity.

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct: The Recipient must promptly refer to the Department of Law Enforcement, Bureau of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Non-Disclosure Agreements: Restrictions and certifications regarding non- disclosure agreements and related matters Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressively authorized to do so from the Department.

SECTION V: COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

In performing its obligations under this agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this agreement. The following are examples of rules and regulations that govern Recipient's performance under this agreement.

Lobbying Prohibited: The Recipient shall comply with the provisions of 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may

be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

State of Florida E.O. 20-44: Public-Private Partnerships: Any entity named in statute with which the agency must form a sole-source, public-private agreement; and any nongovernmental Recipient receiving 50% or more of their annual budget from any combination of state or federal funding must submit an annual report to the Bureau of Criminal Justice Grants. The report must include the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, the Recipient must agree through appropriate contract or grant agreement amendment to inform the agency of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Recipient.

Civil Rights: The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

E-Verify: The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435 F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

Public Records: As required by 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in 119.011(12), F.S.as prescribed by 119.07(1) F.S., made or received by the Recipient in conjunction with this agreement, except 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 contract, for which the Department may unilaterally terminate this agreement.

Independent Contractor, Subcontracting and Assignments: In performing its obligations under this agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

Timely Payment of Subcontractors: To the extent that a subcontract provides for payment after Recipient's receipt of payment from the Department, the Recipient shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with §287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Recipient and paid by the Recipient to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

Notice of Legal Actions: The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

Property: In accordance with 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Recipient granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

SECTION VI: RECORDS, AUDITS, AND INFORMATION SECURITY

Records Retention: Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement shall be maintained by the Recipient during the term of this agreement and retained for a period of five (5) years after completion of the agreement or longer when required by law. In the event an audit is required under this agreement, records shall be retained for a minimum period of five years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this agreement, at no additional cost to the Department. Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record. These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

Records Inspection: Pursuant to Section 216.1366, F.S., in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records , papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

Award #:
CSFA: 71.092

Monitoring: The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP). The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with 215.971, F.S. Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions on the Recipient's access to funds, and/or referral to the Office of the Inspector General for audit review.

Florida Single Audit Act (FSAA): The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.). In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year, the Recipient must have a single audit or project-specific audit in accordance with §215.97, F.S. and the applicable rules of the Department of Financial Services and the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Law Enforcement, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of 215.97, F.S., is not required. In the event that the Recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of 215.97, F.S., 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). Pursuant to 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with §215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the Recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes. Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement:
Florida Department of Law Enforcement
Bureau of Criminal Justice Grants
ATTN: State Financial Assistance
Post Office Box 1489 Tallahassee, Florida 32302-1489

The Auditor General's Office at:
Auditor General's Office, Room 401
Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Criminal Justice Information Data Security: Acceptance of this award, constitutes understanding that transmission of Criminal Justice Information (CJI) between locations must be encrypted to conform to the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy.

Recipient's Confidential and Exempt Information: By executing this agreement, the Recipient acknowledges that any information not marked as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to 215.985, F.S. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential. Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

SECTION VII: PENALTIES, TERMINATION, DISPUTE RESOLUTION, AND LIABILITY

Financial Penalties for Failure to Take Corrective Action: Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

Termination: The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I. Section 24(a), of the Florida Constitution and §119.07(1), F.S. The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any

submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole. The agreement may be executed in any number of counterparts, any one of which may be taken as an original. In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

Disputes and Appeals: The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S. After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this agreement.

Liability: Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor. Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract. Nothing shall be construed affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in 768.28, F.S.

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-432
USA
301-683-1234
www.safewareinc.com

Order Number	
10249225	
Order Date	Page
10/10/2025 16:30:31	1 of 3

Quote Expires On: 10/20/2025

Contract No: OMNIA Contract #4400008468

Bill To: **Customer ID:** 66660

Marion County Board of County Commissioners
PROCUREMENT SERVICES
2631 SE Third St.
Ocala, FL 34471

352-671-8316

Ship To:

Marion County Board of County Commissioners
2631 Se 3 Street
Ocala, FL 34471

Requested By: Chief Scott Gragen

PO Number	*Taker*	*Email*
QUOTE - SKYDIO X10	Chelsea Quiles	cquiles@safewareinc.com
Freight Terms	***Phone***	***Fax***
Freight Paid	804-236-0579	
Sales Representative		
Heather Boyer		

Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
3.00	0.00	3.00	KT		SKY DR4ERKT2VZG0000NA	KT	16,846.00	50,538.00
					Safeware Catalog Price: 28,552.54 ***Contract Discount:*** 41.00%	***Your Discount:***		41.00%
			1.0		Skydio X10 Ready Kit SIM, VL VT300-Z	1.0		
					Incl X10 w/ Sensor Package (2.4/5 GHz 5G/LTE Ready: T-Mobile, Visible Light) NA + VT300-Z, Enterprise Controller, Ready Case, 2x wall adapters, additional propellers, 3x batteries, and dual charger. Incl license to Skydio Autonomy drone Software.			
6.00	0.00	6.00	EA		SKY DR4ACCBAT	EA	369.00	2,214.00
					Safeware Catalog Price: 625.42 ***Contract Discount:*** 41.00%	***Your Discount:***		41.00%
			1.0		Skydio X10 Battery 150W	1.0		
					One (1) battery for Skydio X10.			
3.00	0.00	3.00	EA		SKY DR4ATTSPK	EA	320.00	960.00
					Safeware Catalog Price: 542.37 ***Contract Discount:*** 41.00%	***Your Discount:***		41.00%
			1.0		Skydio Speaker for X10	1.0		
					One (1) speaker attachment that can be carried by the Skydio X10.			
3.00	0.00	3.00	EA		SKY DR4ACCLPAD	EA	125.00	375.00
					Safeware Catalog Price: 211.86 ***Contract Discount:*** 41.00%	***Your Discount:***		41.00%
			1.0		Skydio Landing Pad	1.0		

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-432
USA
301-683-1234
www.safewareinc.com

Order Number	
10249225	
Order Date	Page
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Quote Expires On: 10/20/2025

Contract No: OMNIA Contract #4400008468

Quantities					Item ID / Item Description	Pricing UOM / Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM / Unit Size	Disp.				
					One (1) collapsible landing pad.			
3.00	0.00	3.00	EA		SKY DR4ATTSWNAV	EA	2,800.00	8,400.00
					Safeware Catalog Price: 4,745.76 ***Contract Discount:*** 41.00%	***Your Discount:***		41.00%
			1.0		Skydio NightSense w/ VL Attachment,X10	1.0		
					Skydio NightSense for X10 includes access to advanced autonomy functionality in no and low light situations. Includes one (1) perpetual license and one (1) visible light spectrum active illumination attachment that can be carried by the Skydio X10.			
3.00	0.00	3.00	EA		SKY DR4ATTSPTL	EA	265.00	795.00
					Safeware Catalog Price: 449.15 ***Contract Discount:*** 41.00%	***Your Discount:***		41.00%
			1.0		Skydio Spotlight, X10	1.0		
					Skydio X10 attachment			
3.00	0.00	3.00	EA		SKY CEDR45G300Z3YRNA	EA	5,249.00	15,747.00
					Safeware Catalog Price: 8,896.61 ***Contract Discount:*** 41.00%	***Your Discount:***		41.00%
			1.0		Skydio Care, X10 Cell, 5G + VT300-Z, 3YR	1.0		
					Incl bundled Care for the X10 w/ Cellular 5G and the VT300-Z Sensor Package. Skydio Care for X10 w/ Cellular 5G (3yr) Incl: 3x Damage Replacement and up to one Lost Drone Replacement. 3x Damage Replacement and up to one Lost Sensor Package Replacement.			
3.00	0.00	3.00	YR		SKY SWFMDR4	YR	120.00	360.00
					Safeware Catalog Price: 203.39 ***Contract Discount:*** 41.00%	***Your Discount:***		41.00%
			12.0		Skydio Fleet Manager for X10	12.0		
					One (1) subscription to Skydio Fleet Manager for X10 includes access to Skydio Fleet Manager for tracking fleet usage. Includes one (1) subscription to Skydio Model Viewer, which allows the user of Fleet Manager to view 3D models from the browser.			
3.00	0.00	3.00	YR		SKY SWSTRDR4	YR	2,400.00	7,200.00
					Safeware Catalog Price: 4,067.80 ***Contract Discount:*** 41.00%	***Your Discount:***		41.00%
			12.0		Skydio MV Live Streaming, X10	12.0		

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-432
USA
301-683-1234
www.safewareinc.com

Order Number	
10249225	
Order Date	Page
10/10/2025 16:30:31	3 of 3

Quote Expires On: 10/20/2025

Contract No: OMNIA Contract #4400008468

Quantities					Item ID / Item Description	Pricing UOM / Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM / Unit Size	Disp.				
					One (1) subscription to Skydio Multi-Viewer Live Streaming includes Multi-Viewer streaming capability. Base license includes 600 hours per year, per vehicle, per viewer, pooled. Requires purchase of Fleet Manager, Media Sync, and Data Storage.			
1.00	0.00	1.00	EA		OMNIA	EA	0.00	0.00
				1.0	OMNIA Contract #4400008468	1.0		
					Lead Agency: Fairfax County, VA Public Safety and Emergency Preparedness Standard freight within continental US is paid, all HAZMAT or expedited freight will be billed. 10/1/2018 - 9/30/2028 *Register with OMNIA at www.omniapartners.com/publicsector			

******Ask me about the leasing and financing options that Safeware offers!******

Sales Representative **:** hboyer@safewareinc.com

Total Lines: 10

SUB-TOTAL:	86,589.00
TAX:	0.00
AMOUNT DUE:	**86,589.00**
	U.S. Dollars

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21173 **Agenda Date:** 11/4/2025 **Agenda No.:** 5.1.3.

SUBJECT:
General Fund - Community Services - $22,413

INITIATOR:
Cheryl Butler, Director

DEPARTMENT:
Community Services

DESCRIPTION/BACKGROUND:
Community Services is requesting a transfer in the amount of $22,413 from salaries and wages to contract services staff leasing to cover 6 months' worth of pay (a future BAR may be needed). Funds are being reallocated because the position being paid out of staff leasing was originally budgeted in salaries. Following a management decision, the position is being filled through Resource, our contracted recruitment vendor, rather than through direct County employment. This adjustment ensures budget alignment with the updated staffing approach. Funds are available in General Fund Salaries and Wages.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 25 - 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 GENERAL FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
0010 - 340 - 512101	COMMUNITY SERVICES REGULAR SALARIES & WAGES	$14,609
0010 - 340 - 521101	COMMUNITY SERVICES FICA TAXES	$1,118
0010 - 340 - 522101	COMMUNITY SERVICES RETIREMENT CONTRIBUTIONS	$2,050
0010 - 340 - 523101	COMMUNITY SERVICES HEALTH INSURANCE	$4,605
0010 - 340 - 523401	COMMUNITY SERVICES LIFE, AD&D, LTD	$98
0010 - 340 - 524101	COMMUNITY SERVICES WORKER'S COMPENSATION	$18
		$22,498

Transferred To:

Account	Cost Center - Account Title	Amount
0010 - 340 - 534115	COMMUNITY SERVICES CONTRACT SERV - STAFF LEASING	$22,498
		$22,498

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 4th day of November, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, 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.: 2025-21171 **Agenda Date:** 11/4/2025 **Agenda No.:** 5.1.4.

SUBJECT:
General Fund - Information Technology - $150,000

INITIATOR:
Audrey Fowler, Director

DEPARTMENT:
Budget

DESCRIPTION/BACKGROUND:
This request is to fund the implementation, first year subscription and future API connection for the EUNA capital planning and transparency software. This software was selected by a joint committee of Clerk and County staff for the purpose of providing a more effective long-range planning tool. The software will also include a transparency portal that will allow the Commissioners, staff and the public to see expenditures and project progress on a continuous basis. The Clerk of the Court and Comptroller had unspent budget and excess fees received in FY 2025 that he is returning to the Board of County Commissioners. These funds were not anticipated and are therefore not earmarked for expenditure in FY 2026. The annual software maintenance agreement is recurring and will be included in the FY 2027 budget request.

BUDGET/IMPACT:
Increase General Fund appropriation by $150,000

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 25 - 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 GENERAL FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
0010 - 000 - 399991	GENERAL FUND DEPARTMENT OPEN BALANCES FWD-CASH-REGULAR	$150,000
		$150,000

Transferred To:

Account	Cost Center - Account Title	Amount
0010 - 174 - 568101	INFORMATION TECHNOLOGY INTANGIBLE SOFTWARE	$150,000
		$150,000

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 4th day of November, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

BUDGET AMENDMENT NUMBER 2026 - 2 - 30

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21096 **Agenda Date:** 11/4/2025 **Agenda No.:** 5.1.5.

SUBJECT:
General Fund - Parks and Recreation - $141,334

INITIATOR:
Jim Couillard, PLA, ASLA, Director

DEPARTMENT:
Parks & Recreation

DESCRIPTION/BACKGROUND:
The Parks & Recreation Department is requesting a budget adjustment to carry forward funding associated with the Special Safety Projects approved by the Board of County Commissioners (BCC) currently budgeted in multiple operating expense lines. These projects were approved during the BCC meeting on April 1, 2025, to address structural and safety enhancements across multiple Parks & Recreation facilities. While work has commenced, several projects were not completed prior to the close of the FY 2024-25 fiscal year due to project coordination with other departments and project bidding schedules. This adjustment is necessary to move the remaining funding from FY 2024-25 to FY 2025-26 to ensure project completion and maintain alignment with the original BCC authorization.

BUDGET/IMPACT:
Increase General Fund appropriation by $141,334.

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 25 - 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 GENERAL FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
0010 - 000 - 399991	GENERAL FUND DEPARTMENT OPEN BALANCES FWD-CASH-REGULAR	$141,334
		$141,334

Transferred To:

Account	Cost Center - Account Title	Amount
0010 - 360 - 531109	PARKS AND RECREATION PROFESSIONAL SERVICES	$100,000
0010 - 360 - 546101	PARKS AND RECREATION REPAIRS/MAINT - BLDGS & GRNDS	$41,334
		$141,334

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 4th day of November, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, 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.: 2025-21083 **Agenda Date:** 11/4/2025 **Agenda No.:** 5.1.6.

SUBJECT:
General Fund - Procurement Services - $50,136

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
The Procurement and Contract Analyst and Business Services Specialist are vital positions to Procurement and will be currently filled with a temporary staff leasing company. This transfer will cover invoices until two positions are filled permanently.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution

RESOLUTION NUMBER 25 - 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 GENERAL FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
0010 - 176 - 512101	PROCUREMENT SERVICES REGULAR SALARIES & WAGES	$33,209
0010 - 176 - 521101	PROCUREMENT SERVICES FICA TAXES	$2,540
0010 - 176 - 522101	PROCUREMENT SERVICES RETIREMENT CONTRIBUTIONS	$4,659
0010 - 176 - 523101	PROCUREMENT SERVICES HEALTH INSURANCE	$9,466
0010 - 176 - 523401	PROCUREMENT SERVICES LIFE, AD&D, LTD	$223
0010 - 176 - 524101	PROCUREMENT SERVICES WORKER'S COMPENSATION	$39
		$50,136

Transferred To:

Account	Cost Center - Account Title	Amount
0010 - 176 - 534115	PROCUREMENT SERVICES CONTRACT SERV - STAFF LEASING	$50,136
		$50,136

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 4th day of November, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, 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.: 2025-21082 **Agenda Date:** 11/4/2025 **Agenda No.:** 5.1.7.

SUBJECT:
General Fund - Veterans Services - $12,000

INITIATOR:
Daisy Diaz, Director

DEPARTMENT:
Veterans Services

DESCRIPTION/BACKGROUND:
Recognize Veterans Memorial Park revenue of $12,000 to fund Operating Supplies-Veterans Memorial Park for improvements such as brick installations, as well as unforeseen costs to continue to maintain the park to the high standards our Veterans and citizens alike expect.

BUDGET/IMPACT:
Increase General Fund appropriation by $12,000

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 25 - 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 GENERAL FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
0010 - 378 - 366020	VETERANS SERVICE OFFICE VETERANS MEMORIAL PARK	$12,000
		$12,000

Transferred To:

Account	Cost Center - Account Title	Amount
0010 - 378 - 552112	VETERANS SERVICE OFFICE OPER SUPPLIES - VET MEM PARK	$12,000
		$12,000

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 4th day of November, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, 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.: 2025-21099 **Agenda Date:** 11/4/2025 **Agenda No.:** 5.1.8.

SUBJECT:
Marion County Utility Fund - Utilities Water System - $317,865

INITIATOR:
Tony Cunningham, P.E., Director

DEPARTMENT:
Utilities

DESCRIPTION/BACKGROUND:
Generators for the water plants were ordered during FY 2024-25, with Fleet initially indicating an expected delivery in September. However, due to supply chain delays, the generators were not received before the end of FY 2024-25. As a result, the funds were not carried forward, and a new purchase order must be issued in FY 2025-26. Sufficient funds are available in Cash Balances Forward as a result of the generators not being received in the prior fiscal year.

BUDGET/IMPACT:
Increase Marion County Utility Fund appropriation by $317,865.

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 25 - 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 MARION COUNTY UTILITY FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
4520 - 000 - 399991	MARION COUNTY UTILITY FUND DEPARTMENT OPEN BALANCES FWD-CASH-REGULAR	$317,865
		$317,865

Transferred To:

Account	Cost Center - Account Title	Amount
4520 - 442 - 564101	UTILITIES WATER SYSTEM MACHINERY & EQUIPMENT	$317,865
		$317,865

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 4th day of November, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, 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.: 2025-21085 **Agenda Date:** 11/4/2025 **Agenda No.:** 5.1.9.

SUBJECT:
Multiple Funds - Sheriff Grant Reappropriation - $334,522

INITIATOR:
Katrina Neumann, Budget/Finance Commander

DEPARTMENT:
Sheriff

DESCRIPTION/BACKGROUND:
Requesting transfer of various FY 2024-25 grant funds. These funds will be reimbursed to the Board of County Commissioners as they are received.

BUDGET/IMPACT:
Increase General Fund appropriation by $271,433 and MSTU for Law Enforcement appropriation by $63,089.

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 25 - 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 GENERAL FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
0010 - 117 - 334232	SHERIFF EMERGENCY MGMT TR HAZARD ANALYSIS GRANT PROGRAM	$2,091
		$2,091

Transferred To:

Account	Cost Center - Account Title	Amount
0010 - 117 - 530101	SHERIFF EMERGENCY MGMT TR OPERATING EXPENSES - MCSD	$2,091
		$2,091

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 4th day of November, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

RESOLUTION NUMBER 25 - 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 GENERAL FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
0010 - 117 - 331223	SHERIFF EMERGENCY MGMT TR EMERGENCY MGT PERFORMNCE	$9,636
		$9,636

Transferred To:

Account	Cost Center - Account Title	Amount
0010 - 117 - 530101	SHERIFF EMERGENCY MGMT TR OPERATING EXPENSES - MCSD	$9,636
		$9,636

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 4th day of November, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

RESOLUTION NUMBER 25 - 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 GENERAL FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
0010 - 117 - 334235	SHERIFF EMERGENCY MGMT TR CIVIL PREPAREDNESS	$18,533
		$18,533

Transferred To:

Account	Cost Center - Account Title	Amount
0010 - 117 - 530101	SHERIFF EMERGENCY MGMT TR OPERATING EXPENSES - MCSD	$18,533
		$18,533

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 4th day of November, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

BUDGET AMENDMENT NUMBER 2026 - 2 - 16

RESOLUTION NUMBER 25 - 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 GENERAL FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
0010 - 116 - 331248	SHERIFF JAIL - TRANSFER ST CRIMINAL ALIEN ASSIST	$174,737
		$174,737

Transferred To:

Account	Cost Center - Account Title	Amount
0010 - 116 - 530101	SHERIFF JAIL - TRANSFER OPERATING EXPENSES - MCSD	$174,737
		$174,737

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 4th day of November, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

BUDGET AMENDMENT NUMBER 2026 - 2 - 17

RESOLUTION NUMBER 25 - 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 GENERAL FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
0010 - 116 - 331272	SHERIFF JAIL - TRANSFER JAG PROGRAM - DOJ	$66,436
		$66,436

Transferred To:

Account	Cost Center - Account Title	Amount
0010 - 116 - 530101	SHERIFF JAIL - TRANSFER OPERATING EXPENSES - MCSD	$66,436
		$66,436

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 4th day of November, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

BUDGET AMENDMENT NUMBER 2026 - 2 - 18

RESOLUTION NUMBER 25 - 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 MSTU FOR LAW ENFORCEMENT:

Transferred From:

Account	Cost Center - Account Title	Amount
1110 - 120 - 331287	SHERIFF PATROL CID - TR INTRNT CRIMES AGNST CHILD	$1,464
		$1,464

Transferred To:

Account	Cost Center - Account Title	Amount
1110 - 120 - 530101	SHERIFF PATROL CID - TR OPERATING EXPENSES - MCSD	$1,464
		$1,464

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 4th day of November, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

RESOLUTION NUMBER 25 - 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 MSTU FOR LAW ENFORCEMENT:

Transferred From:

Account	Cost Center - Account Title	Amount
1110 - 120 - 331272	SHERIFF PATROL CID - TR JAG PROGRAM - DOJ	$55,805
		$55,805

Transferred To:

Account	Cost Center - Account Title	Amount
1110 - 120 - 560101	SHERIFF PATROL CID - TR CAPITAL OUTLAY - MCSD	$55,805
		$55,805

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 4th day of November, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

RESOLUTION NUMBER 25 - 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 MSTU FOR LAW ENFORCEMENT:

Transferred From:

Account	Cost Center - Account Title	Amount
1110 - 120 - 337235	SHERIFF PATROL CID - TR HVE-IPTM	$5,820
		$5,820

Transferred To:

Account	Cost Center - Account Title	Amount
1110 - 120 - 510101	SHERIFF PATROL CID - TR PERSONNEL SERVICES - MCSD	$5,820
		$5,820

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 4th day of November, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

Rev. 08/10/2021

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT REQUEST FORM

10/17/2025
Date

TO: **MARION COUNTY BOARD OF COUNTY COMMISSIONERS**

FROM: *Katrina Neumann, Budget / Finance Commander*

(Name and Title of Department / Agency Head or Authorized Representative)

Requesting the following transfer of funds within the

0010	GENERAL FUND
Fund Number	Fund Name

SOURCES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
117	334232	SHERIFF EMERGENCY MGMT TR HAZARD ANALYSIS GRANT PROGRAM	$ 2,091
		TOTAL	$ 2,091

USES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
117	530101	SHERIFF EMERGENCY MGMT TR OPERATING EXPENSES - MCSD	$ 2,091
		TOTAL	$ 2,091

PURPOSE OF REQUEST:

Requesting back FY 24/25 Hazmat grant funds. These funds will be reimbursed to the BOCC as they are received.

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.

Sheriff Office Reference Number :	EM # 1

Rev. 10/31/2022

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT REQUEST FORM

10/17/2025
Date

TO: **MARION COUNTY BOARD OF COUNTY COMMISSIONERS**

FROM: *Katrina Neumann, Budget / Finance Commander*

(Name and Title of Department / Agency Head or Authorized Representative)

Requesting the following transfer of funds within the

0010	GENERAL FUND
Fund Number	Fund Name

SOURCES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
117	331223	SHERIFF EMERGENCY MGMT TR EMPG GRANT	$ 9,636
		TOTAL	$ 9,636

USES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
117	530101	SHERIFF EMERGENCY MGMT TR OPERATING EXPENSES - MCSD	$ 9,636
		TOTAL	$ 9,636

PURPOSE OF REQUEST:

Requesting back FY 24/25 EMPG grant (24-26) funds.These funds will be reimbursed to the BOCC as they are received.

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.

Sheriff Office Reference Number :	EM #2

Rev. 10/31/2022

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT REQUEST FORM

10/17/2025
Date

TO: **MARION COUNTY BOARD OF COUNTY COMMISSIONERS**

FROM: *Katrina Neumann, Budget / Finance Commander*

(Name and Title of Department / Agency Head or Authorized Representative)

Requesting the following transfer of funds within the

0010	GENERAL FUND
Fund Number	Fund Name

SOURCES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
117	334235	SHERIFF EMERGENCY MGMT TR CIVIL PREPAREDNESS	$ 18,533
		TOTAL	$ 18,533

USES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
117	530101	SHERIFF EMERGENCY MGMT TR OPERATING EXPENSES - MCSD	$ 18,533
		TOTAL	$ 18,533

PURPOSE OF REQUEST:

Requesting back FY 24/25 EMPA grant (25/26) funds.These funds will be reimbursed to the BOCC as they are received.

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.

Sheriff Office Reference Number :	EM #3

Rev. 10/31/2022

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT REQUEST FORM

10/17/2025
Date

TO: **MARION COUNTY BOARD OF COUNTY COMMISSIONERS**

FROM: *Katrina Neumann, Budget / Finance Commander*

(Name and Title of Department / Agency Head or Authorized Representative)

Requesting the following transfer of funds within the

0010	GENERAL FUND
Fund Number	Fund Name

SOURCES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
116	331248	SHERIFF JAIL - TRANSFER ST CRIMINAL ALIEN ASSIST	$ 174,737
		TOTAL	$ 174,737

USES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
116	530101	SHERIFF JAIL - TRANSFER OPERATING EXPENSES - MCSD	$ 174,737
		TOTAL	$ 174,737

PURPOSE OF REQUEST:

Requesting back FY 24/25 SCAAP grant funds. These funds will be reimbursed to the BOCC as they are received.

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.

Sheriff Office Reference Number :	Jail #1

Rev. 10/31/2022

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT REQUEST FORM

10/17/2025
Date

TO: **MARION COUNTY BOARD OF COUNTY COMMISSIONERS**

FROM: *Katrina Neumann, Budget / Finance Commander*

(Name and Title of Department / Agency Head or Authorized Representative)

Requesting the following transfer of funds within the

0010	GENERAL FUND
Fund Number	Fund Name

SOURCES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
116	331272	SHERIFF JAIL - TRANSFER JAG PROGRAM	$ 66,436
		TOTAL	$ 66,436

USES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
116	530101	SHERIFF JAIL - TRANSFER OPERATING EXPENSES - MCSD	$ 66,436
		TOTAL	$ 66,436

PURPOSE OF REQUEST:

Requesting back FY 24/25 Federal JAG grant funds. These funds will be reimbursed to the BOCC as they are received.

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.

Sheriff Office Reference Number :	Jail #2

Rev. 11/21/2023

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT REQUEST FORM

10/17/2025
Date

TO: **MARION COUNTY BOARD OF COUNTY COMMISSIONERS**

FROM: *Katrina Neumann, Budget / Finance Commander*

(Name and Title of Department / Agency Head or Authorized Representative)

Requesting the following transfer of funds within the

1110	MSTU FOR LAW ENFORCEMENT
Fund Number	Fund Name

SOURCES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
120	331287	SHERIFF PATROL CID - TR INTERNET CRIMES AGAINST CHILDREN	$ 1,464
		TOTAL	$ 1,464

USES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
120	530101	SHERIFF PATROL CID - TR OPERATING EXPENSES - MCSD	$ 1,464
		TOTAL	$ 1,464

PURPOSE OF REQUEST:

Requesting back FY 24/25 FDLE ICAC funds. These funds will be reimbursed to the BOCC as they are received.

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.

Sheriff Office Reference Number :	MSTU #1

Rev. 07/26/2024

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT REQUEST FORM

10/17/2025
Date

TO: **MARION COUNTY BOARD OF COUNTY COMMISSIONERS**

FROM: *Katrina Neumann, Budget / Finance Commander*

(Name and Title of Department / Agency Head or Authorized Representative)

Requesting the following transfer of funds within the

1110	MSTU FOR LAW ENFORCEMENT
Fund Number	Fund Name

SOURCES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
120	331272	SHERIFF PATROL CID - TR JAG PROGRAM	$ 55,805
		TOTAL	$ 55,805

USES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
120	560101	SHERIFF PATROL CID - TR CAPITAL OUTLAY - MCSD	$ 55,805
		TOTAL	$ 55,805

PURPOSE OF REQUEST:

Requesting back FY 24/25 Federal JAG grant funds. These funds will be reimbursed to the BOCC as they are received.

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.

Sheriff Office Reference Number :	MSTU #3

Rev. 07/26/2024

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT REQUEST FORM

10/17/2025
Date

TO: **MARION COUNTY BOARD OF COUNTY COMMISSIONERS**

FROM: *Katrina Neumann, Budget / Finance Commander*

(Name and Title of Department / Agency Head or Authorized Representative)

Requesting the following transfer of funds within the

1110	MSTU FOR LAW ENFORCEMENT
Fund Number	Fund Name

SOURCES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
120	337235	SHERIFF PATROL CID - TR HVE IPTM	$ 5,820
		TOTAL	$ 5,820

USES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
120	510101	SHERIFF PATROL CID - TR PERSONNEL SERVICES - MCSD	$ 5,820
		TOTAL	$ 5,820

PURPOSE OF REQUEST:

Requesting back FY 24/25 High Visibility Enforcement Grant funds. These funds will be reimbursed to the BOCC as they are received.

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.

Sheriff Office Reference Number :	MSTU #4

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21121 **Agenda Date:** 11/4/2025 **Agenda No.:** 5.1.10.

SUBJECT:
Multiple Funds - Sheriff's Office Multiple Cost Centers - $115,548

INITIATOR:
Katrina Neumann, Budget/Finance Commander

DEPARTMENT:
Sheriff

DESCRIPTION/BACKGROUND:
This request adds funds from the FY 2025-26 DEA Agreement, and FY 2025-26 High Visibility Enforcement Grant to the MSTU budget, and from the FY 2025-26 Emergency Preparedness and Assistance Grant and Hazard Analysis Grant Program to the Emergency Management budget. All funds will be reimbursed to the Board of County Commissioners as they are received.

BUDGET/IMPACT:
Increase General Fund appropriation by $88,560 and MSTU for Law Enforcement appropriation by $26,988.

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 25 - 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 GENERAL FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
0010 - 117 - 334232	SHERIFF EMERGENCY MGMT TR HAZARD ANALYSIS GRANT PROGRAM	$2,254
		$2,254

Transferred To:

Account	Cost Center - Account Title	Amount
0010 - 117 - 530101	SHERIFF EMERGENCY MGMT TR OPERATING EXPENSES - MCSD	$2,254
		$2,254

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 4th day of November, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

RESOLUTION NUMBER 25 - 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 GENERAL FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
0010 - 117 - 334235	SHERIFF EMERGENCY MGMT TR CIVIL PREPAREDNESS	$86,306
		$86,306

Transferred To:

Account	Cost Center - Account Title	Amount
0010 - 117 - 530101	SHERIFF EMERGENCY MGMT TR OPERATING EXPENSES - MCSD	$86,306
		$86,306

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 4th day of November, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

RESOLUTION NUMBER 25 - 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 MSTU FOR LAW ENFORCEMENT:

Transferred From:

Account	Cost Center - Account Title	Amount
1110 - 120 - 337235	SHERIFF PATROL CID - TR HVE-IPTM	$4,833
		$4,833

Transferred To:

Account	Cost Center - Account Title	Amount
1110 - 120 - 510101	SHERIFF PATROL CID - TR PERSONNEL SERVICES - MCSD	$4,833
		$4,833

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 4th day of November, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

RESOLUTION NUMBER 25 - 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 MSTU FOR LAW ENFORCEMENT:

Transferred From:

Account	Cost Center - Account Title	Amount
1110 - 120 - 337229	SHERIFF PATROL CID - TR OCDETF PROGRAM	$22,155
		$22,155

Transferred To:

Account	Cost Center - Account Title	Amount
1110 - 120 - 510101	SHERIFF PATROL CID - TR PERSONNEL SERVICES - MCSD	$22,155
		$22,155

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 4th day of November, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

Rev. 08/10/2021

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT REQUEST FORM

10/20/2025
Date

TO: **MARION COUNTY BOARD OF COUNTY COMMISSIONERS**

FROM: *Katrina Neumann, Budget / Finance Commander*

(Name and Title of Department / Agency Head or Authorized Representative)

Requesting the following transfer of funds within the

0010	GENERAL FUND
Fund Number	Fund Name

SOURCES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
117	334232	SHERIFF EMERGENCY MGMT TR HAZARD ANALYSIS GRANT PROGRAM	$ 2,254
		TOTAL	$ 2,254

USES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
117	530101	SHERIFF EMERGENCY MGMT TR OPERATING EXPENSES - MCSD	$ 2,254
		TOTAL	$ 2,254

PURPOSE OF REQUEST:

The purpose of this request is to add funds from the FY 25/26 Hazard Analysis Grant Program to the Emergency Management budget. These funds will be reimbursed to the BOCC as they are received.

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.

Sheriff Office Reference Number :	EM #5

Rev. 10/31/2022

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT REQUEST FORM

10/20/2025
Date

TO: **MARION COUNTY BOARD OF COUNTY COMMISSIONERS**

FROM: *Katrina Neumann, Budget / Finance Commander*

(Name and Title of Department / Agency Head or Authorized Representative)

Requesting the following transfer of funds within the

0010	GENERAL FUND
Fund Number	Fund Name

SOURCES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
117	334235	SHERIFF EMERGENCY MGMT TR CIVIL PREPAREDNESS	$ 86,306
		TOTAL	$ 86,306

USES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
117	530101	SHERIFF EMERGENCY MGMT TR OPERATING EXPENSES - MCSD	$ 86,306
		TOTAL	$ 86,306

PURPOSE OF REQUEST:

The purpose of this request is to add funds from the FY 25/26 Emergency Preparedness and Assistance Grant to the Emergency Management budget. These funds will be reimbursed to the BOCC as they are received.

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.

Sheriff Office Reference Number :	EM #6

Rev. 07/26/2024

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT REQUEST FORM

10/20/2025
Date

TO: **MARION COUNTY BOARD OF COUNTY COMMISSIONERS**

FROM: *Katrina Neumann, Budget / Finance Commander*

(Name and Title of Department / Agency Head or Authorized Representative)

Requesting the following transfer of funds within the

1110	MSTU FOR LAW ENFORCEMENT
Fund Number	Fund Name

SOURCES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
120	337235	SHERIFF PATROL CID - TR HVE IPTM	$ 4,833
		TOTAL	$ 4,833

USES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
120	510101	SHERIFF PATROL CID - TR PERSONNEL SERVICES - MCSD	$ 4,833
		TOTAL	$ 4,833

PURPOSE OF REQUEST:

The purpose of this request is to add funds from the FY 25/26 High Visibility Enforcement Grant program to the MSTU budget. These funds will be reimbursed to the BOCC as they are received.

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.

Sheriff Office Reference Number :	MSTU #6

Rev. 07/26/2024

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT REQUEST FORM

10/20/2025
Date

TO: **MARION COUNTY BOARD OF COUNTY COMMISSIONERS**

FROM: *Katrina Neumann, Budget / Finance Commander*

(Name and Title of Department / Agency Head or Authorized Representative)

Requesting the following transfer of funds within the

1110	MSTU FOR LAW ENFORCEMENT
Fund Number	Fund Name

SOURCES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
120	337229	SHERIFF PATROL CID - TR OCDETF PROGRAM	$ 22,155
		TOTAL	$ 22,155

USES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
120	510101	SHERIFF PATROL CID - TR PERSONNEL SERVICES - MCSD	$ 22,155
		TOTAL	$ 22,155

PURPOSE OF REQUEST:

The purpose of this request is to add funds from the DEA Agreement to the MSTU budget. These funds will be reimbursed to the BOCC as they are received.

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.

Sheriff Office Reference Number :	MSTU #7

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21092 **Agenda Date:** 11/4/2025 **Agenda No.:** 5.1.11.

SUBJECT:
Multiple Funds - Sheriff's Office Multiple Cost Centers - $673,402

INITIATOR:
Katrina Neumann, Budget/Finance Commander

DEPARTMENT:
Sheriff

DESCRIPTION/BACKGROUND:
This request allocates additional funds to the Bailiff, Regular, MSTU, Jail, and Emergency Management budgets from Project 005 - Hurricane Milton, Project 045 - Hurricane Helene, and various revenue sources, including pallet, metal, vehicle sales, and insurance proceeds, to support ongoing operational needs.

BUDGET/IMPACT:
Increase General Fund appropriation by $283,133, Fine and Forfeiture Fund appropriation by $47,267, and MSTU for Law Enforcement appropriation by $343,002.

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 25 - 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 - 119 - 337520	SHERIFF BAILIFF - TRANSFER DISASTER RELIEF OTH	$122
		$122

Transferred To:

Account	Cost Center - Account Title	Amount
1010 - 119 - 560101	SHERIFF BAILIFF - TRANSFER CAPITAL OUTLAY - MCSD	$122
		$122

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 4th day of November, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

RESOLUTION NUMBER 25 - 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 GENERAL FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
0010 - 117 - 337520	SHERIFF EMERGENCY MGMT TR DISASTER RELIEF OTH	$42,716
		$42,716

Transferred To:

Account	Cost Center - Account Title	Amount
0010 - 117 - 560101	SHERIFF EMERGENCY MGMT TR CAPITAL OUTLAY - MCSD	$42,716
		$42,716

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 4th day of November, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

RESOLUTION NUMBER 25 - 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 GENERAL FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
0010 - 116 - 337520	SHERIFF JAIL - TRANSFER DISASTER RELIEF OTH	$226,893
0010 - 116 - 364041	SHERIFF JAIL - TRANSFER SALE OF SURPLUS EQUIPMENT	$13,524
		$240,417

Transferred To:

Account	Cost Center - Account Title	Amount
0010 - 116 - 560101	SHERIFF JAIL - TRANSFER CAPITAL OUTLAY - MCSD	$240,417
		$240,417

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 4th day of November, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

RESOLUTION NUMBER 25 - 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 MSTU FOR LAW ENFORCEMENT:

Transferred From:

Account	Cost Center - Account Title	Amount
1110 - 120 - 337520	SHERIFF PATROL CID - TR DISASTER RELIEF OTH	$271,212
1110 - 120 - 364080	SHERIFF PATROL CID - TR INS PROCEEDS-AUTOMOTIVE	$71,790
		$343,002

Transferred To:

Account	Cost Center - Account Title	Amount
1110 - 120 - 560101	SHERIFF PATROL CID - TR CAPITAL OUTLAY - MCSD	$343,002
		$343,002

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 4th day of November, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

BUDGET AMENDMENT NUMBER 2026 - 2 - 28

RESOLUTION NUMBER 25 - 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 - 118 - 337520	SHERIFF REGULAR - TRANSFER DISASTER RELIEF OTH	$45,579
1010 - 118 - 364041	SHERIFF REGULAR - TRANSFER SALE OF SURPLUS EQUIPMENT	$1,566
		$47,145

Transferred To:

Account	Cost Center - Account Title	Amount
1010 - 118 - 560101	SHERIFF REGULAR - TRANSFER CAPITAL OUTLAY - MCSD	$47,145
		$47,145

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 4th day of November, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

Rev. 07/26/2024

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT REQUEST FORM

10/17/2025
Date

TO: **MARION COUNTY BOARD OF COUNTY COMMISSIONERS**

FROM: *Katrina Neumann, Budget / Finance Commander*

(Name and Title of Department / Agency Head or Authorized Representative)

Requesting the following transfer of funds within the

1010	FINE AND FORFEITURE FUND
Fund Number	Fund Name

SOURCES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
119	337520	SHERIFF BAILIFF - TRANSFER DISASTER RELIEF - OTHER	$ 122
		TOTAL	$ 122

USES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
119	560101	SHERIFF BAILIFF - TRANSFER CAPITAL OUTLAY - MCSD	$ 122
		TOTAL	$ 122

PURPOSE OF REQUEST:

The purpose of this request is to add funds to the Bailiff budget from Project 005 Hurricane Milton.

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.

Sheriff Office Reference Number :	BAILIFF #1

Rev. 07/26/2024

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT REQUEST FORM

10/17/2025
Date

TO: **MARION COUNTY BOARD OF COUNTY COMMISSIONERS**

FROM: *Katrina Neumann, Budget / Finance Commander*

(Name and Title of Department / Agency Head or Authorized Representative)

Requesting the following transfer of funds within the

0010	GENERAL FUND
Fund Number	Fund Name

SOURCES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
117	337520	SHERIFF EMERGENCY MGMT TR DISASTER RELIEF - OTHER	$ 42,716
		TOTAL	$ 42,716

USES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
117	560101	SHERIFF EMERGENCY MGMT TR CAPITAL OUTLAY - MCSD	$ 42,716
		TOTAL	$ 42,716

PURPOSE OF REQUEST:

The purpose of this request is to add funds to the Emergency Management budget from Project 005 Hurricane Milton and Project 045 Hurricane Helene.

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.

Sheriff Office Reference Number :	EM #4

Rev. 07/26/2024

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT REQUEST FORM

10/17/2025
Date

TO: **MARION COUNTY BOARD OF COUNTY COMMISSIONERS**

FROM: *Katrina Neumann, Budget / Finance Commander*

(Name and Title of Department / Agency Head or Authorized Representative)

Requesting the following transfer of funds within the

0010	GENERAL FUND
Fund Number	Fund Name

SOURCES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
116	337520	SHERIFF JAIL - TRANSFER DISASTER RELIEF - OTHER	$ 226,893
116	364041	SHERIFF JAIL - TRANSFER SALE OF SURPLUS EQUIPMENT	13,524
		TOTAL	$ 240,417

USES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
116	560101	SHERIFF JAIL - TRANSFER CAPITAL OUTLAY - MCSD	$ 240,417
		TOTAL	$ 240,417

PURPOSE OF REQUEST:

The purpose of this request is to add funds to the Jail budget from Project 005 Hurricane Milton and vehicles sold.

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.

Sheriff Office Reference Number :	JAIL #3

Rev. 07/26/2024

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT REQUEST FORM

10/17/2025
Date

TO: **MARION COUNTY BOARD OF COUNTY COMMISSIONERS**

FROM: *Katrina Neumann, Budget / Finance Commander*

(Name and Title of Department / Agency Head or Authorized Representative)

Requesting the following transfer of funds within the

1110	MSTU FOR LAW ENFORCEMENT
Fund Number	Fund Name

SOURCES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
120	337520	SHERIFF PATROL CID - TR DISASTER RELIEF - OTHER	$ 271,212
120	364080	SHERIFF PATROL CID - TR INSURANCE PROCEEDS - AUTOMOTIVE	71,790
		TOTAL	$ 343,002

USES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
120	560101	SHERIFF PATROL CID - TR CAPITAL OUTLAY - MCSD	$ 343,002
		TOTAL	$ 343,002

PURPOSE OF REQUEST:

The purpose of this request is to add funds to the MSTU budget from Project 005 Hurricane Milton, Project 045 Hurricane Helene and insurance proceeds.

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.

Sheriff Office Reference Number :	MSTU # 5

Rev. 07/26/2024

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT REQUEST FORM

10/17/2025
Date

TO: **MARION COUNTY BOARD OF COUNTY COMMISSIONERS**

FROM: *Katrina Neumann, Budget / Finance Commander*

(Name and Title of Department / Agency Head or Authorized Representative)

Requesting the following transfer of funds within the

1010	FINE AND FORFEITURE FUND
Fund Number	Fund Name

SOURCES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
118	337520	SHERIFF REGULAR - TRANSFER DISASTER RELIEF - OTHER	$ 45,579
118	364041	SHERIFF REGULAR - TRANSFER SALE OF SURPLUS EQUIPMENT	1,566
		TOTAL	$ 47,145

USES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
118	560101	SHERIFF REGULAR - TRANSFER CAPITAL OUTLAY - MCSD	$ 47,145
		TOTAL	$ 47,145

PURPOSE OF REQUEST:

The purpose of this request is to add funds to the Regular budget from Project 005 Hurricane Milton, Project 045 Hurricane Helene, and pallet and metal sales.

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.

Sheriff Office Reference Number :	REGULAR #1

Marion County Sheriff's Office

Post Office Box 1987
Ocala, Florida 34478-1987

COPY

9/23/2025 **RECEIPT # 55836**

CASH RECEIPT

Received From:	Payment Type	Reference #	Amount Received
STATE OF FLORIDA - DEPARTMENT OF	Check	4-40-162 365	542,757.71

Description:

PROJECT 005 - HURRICANE MILTON

001-0000-000 115000.000 ACCOUNTS RECEIVABLE	23027.16
003-0000-000 115000.000 ACCOUNTS RECEIVABLE	226892.68
004-0000-000 115000.000 ACCOUNTS RECEIVABLE	121.50
007-0000-000 115000.000 ACCOUNTS RECEIVABLE	27176.32
115-0000-000 115000.000 ACCOUNTS RECEIVABLE	265540.05

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
REMITTANCE ADVICE

FLAIR ACCOUNT CODE	OLO	SITE	DOCUMENT NUMBER	OBJECT	DATE	PAYMENT NO
31-202750001-31700100-00-10515000	310000	07	D6000110579	7800	09/12/25	0211881

PAYMENT AMOUNT
$ 542,757.71

AGENCY DOCUMENT NO
V000512

MARION COUNTY SHERIFFS OFFICE
PO BOX 1987
OCALA FL 34478

PLEASE DIRECT QUESTIONS TO: (850) 815-4624, DIVISION OF EMERGENCY MANAGMENT

VENDORS NOW CAN VIEW PAYMENT INFORMATION AT HTTP://FLAIR.DBF.STATE.FL.US

INVOICE NUMBER	AMOUNT
1	$ 542,757.71

RECEIVED
SEP 19 2025
BY FISCAL

DETACH CAREFULLY AND RETAIN FOR YOUR RECORDS BEFORE CASHING OR DEPOSITING THE WARRANT

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND CAPITOL BUILDING MUST APPEAR BELOW TO BE AUTHENTIC

FLAIR ACCOUNT CODE	SWDN	ADN	OBJECT	DATE	WARRANT NO	56-1544 / 441
31-202750001-31700100-00-10515000	D6000110579	V000512	7800	09/12/25	64-0211881-0	

OLO 310000 SITE 07 CONTACT (850) 815-4624 FOR PAYMENT QUESTIONS

VOID AFTER 12 MONTHS

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES

4-40-162 365

AMOUNT
$***542,757.71

FIVE-HUNDRED-FORTY-TWO-THOUSAND-SEVEN-HUNDRED-FIFTY-SEVEN & 71/100 DOLLARS

DEPOSITED
SEP 29 2025
BY FISCAL

EXPENSE WARRANT

TO: DIVISION OF TREASURY
TALLAHASSEE

PAY TO THE ORDER OF
MARION COUNTY SHERIFFS OFFICE
PO BOX 1987
OCALA FL 34478

BLAISE INGOGLIA, CHIEF FINANCIAL OFFICER

Marion County Sheriff's Office

Post Office Box 1987
Ocala, Florida 34478-1987

INVOICE

DATE
9/23/2025
NUMBER
3414
TOTAL
542,757.71

STATE OF FLORIDA - DEPARTMENT OF
FINANCIAL SERVICES
11655 NW GAINESVILLE ROAD

Payment Due: 10/23/2025

Item	Description	Quantity	Unit Price	U/M	Amount
1	003-PROJECT 005 - HURRICANE MILTON	1.00	226,892.68	None	226,892.68
2	007-PROJECT 005 - HURRICANE MILTON	1.00	27,176.32	None	27,176.32
3	115-PROJECT 005 - HURRICANE MILTON	1.00	265,540.05	None	265,540.05
4	001-PROJECT 005 - HURRICANE MILTON	1.00	23,027.16	None	23,027.16
5	004-PROJECT 005 - HURRICANE MILTON	1.00	121.50	None	121.50

005

Hurricane Milton

Initial Payment: Y
Payment #: 1

DIVISION OF EMERGENCY MANAGEMENT
PA REQUEST FOR PAYMENT

Applicant ID: 083-09582-00

Originating Division: Emergency Management

Make Warrant Payable To: Marion County Sheriff's Office

Mailing Address: PO Box 1987
Ocala, Florida 34478

Z5101

Contract No: Z5101

Warrant Amount: **$542,757.71**

TR: ENC #: LINE #:

For Consultant Contracts

* ORG Level: 31800404000 * EO: DR OBJ Code:

Hand Written Entries:

Final Payment Indicator:

Date Invoice Recvd: Apr 29, 2025

CF: Description:

Date Good/Svcs Recvd: May 1, 2025

Amount:

Date Good/Svcs Insp: May 5, 2025

FEID #: 59-6000739 SAMAS Acct #:

Voucher No: Line No.: Ben Cat:

Ben Obj: Project ID: 4834PA03012

* Grant No: 4834F

FID: 20-2-750001 / 105150 By: Date: Trans Date: 000000

Applicant's Agent: Caitlin Rath Mail Check:

Grant Manager	Supervisor	GAR Approval	Grant Manager	Finance & Accounting
Ashlee Vessels Apr 29, 2025 Signature secured electronically through website authentication.	Enrique Gaston May 1, 2025 Signature secured electronically through website authentication.	Melissa Shirah May 5, 2025 Signature secured electronically through website authentication.	Jenny Pfrimmer May 5, 2025 Signature secured electronically through website authentication.	

Voucher Date:

Warrant No: EFT No:

OR

Warrant Date: EFT Date:

RECEIVED
SEP 19 2025
BY FISCAL

#005 FY 24/25

anization

y Sheriff's Office (083-09582-00)

rofile

Personnel

Applicant Event Profiles

Exploratory Calls

Recovery Scoping Meetings

Impacts

Work Order Requests

Work Orders

Projects

My Post-Award Ops

My Tasks

Appeal Ops

Calendar

Utilities

Intelligence

Scope

1519749 Damage for Project [813539] Hurricane Milton - Cat B

Cost share for this version is 100%. All work and costs in this project version fall between 10/05/2024 and 10/31/2024.

Work Completed

The applicant utilized force account labor, materials and rented equipment in taking the Emergency Protective Measures.

Marion County Sheriff's Office

A. Provided labor expenses for increased security at 10 evacuation shelters throughout Marion County due to the hurricane.

B. Provided Meal expenses for EOC staff to operate emergency protective measures during the hurricane.

C. Provided equipment rentals for debris clearing of roadways due to the hurricane.

D. Provided Emergency Operations Center for Marion County, including operating the EOC and coordination with other agencies, departments, and services

A. Provided Provision of Supplies and Commodities for 10 hurricane evacuation shelters.

1.	Force account OT Labor:	462 Laborers	6,735.90 hours	$516,072.09
2.	Rented Equipment:	134 EA.	2649.20 hours	$3,084.48
3.	Force account Materials:			$6,048.44
4.	Other Costs:			$17,552.70

Work Completed Totals

1.	Force account OT Labor:	462 Laborers	6,735.90 hours	$516,072.09
2.	Rented Equipment:	134 EA.	2649.20 hours	$3,084.48
3.	Force account Materials:			$6,048.44
4.	Other Costs:			$17,552.70
	Work Completed Total:			**$542,757.71**

Project Notes:

1. Scope and cost were developed based on applicant cost summaries and certification included in the Schedule EZ.

$ Cost

Damage #	Line Item #	Code	Quantity	Unit	Total Cost	Section	Version
1519749	1	9007 (Labor)	1	Lump Sum	$516,072.09	Completed	0

Processing

Marion County Sheriff's Office

Post Office Box 1987
Ocala, Florida 34478-1987

COPY

9/22/2025 **RECEIPT #** **55829**

CASH RECEIPT

Received From:	Payment Type	Reference #	Amount Received
STATE OF FLORIDA - DEPARTMENT OF	Check	4-40-177 386	43,761.17

Description:

SEPT 2024 PROJECT 045 HURRICANE HELENE

001-0000-000 115000.000 ACCOUNTS RECEIVABLE	13832.32
001-0000-000 208000.000 DUE TO BOCC	8718.71
007-0000-000 115000.000 ACCOUNTS RECEIVABLE	7443.54
007-0000-000 208000.000 DUE TO BOCC	8095.45
115-0000-000 115000.000 ACCOUNTS RECEIVABLE	5671.15

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
REMITTANCE ADVICE

FLAIR ACCOUNT CODE	OLO	SITE	DOCUMENT NUMBER	OBJECT	DATE	PAYMENT N
31-202398001-31700100-00-10515200	310000	07	D6000126186	1399	09/17/25	022459

PAYMENT AMOUNT
$ 43,761.17

AGENCY DOCUMENT NO
V000670

MARION COUNTY SHERIFFS OFFICE
PO BOX 1987
OCALA FL 34478

PLEASE DIRECT QUESTIONS TO: (850) 815-4624, DIVISION OF EMERGENCY MANAGMENT

VENDORS NOW CAN VIEW PAYMENT INFORMATION AT HTTP://FLAIR.DBF.STATE.FL.US

045 / 046

INVOICE NUMBER	AMOUNT
OOOOORVK1	$ 43,761.17

RECEIVED
SEP 22 2025
BY FISCAL

DETACH CAREFULLY AND RETAIN FOR YOUR RECORDS BEFORE CASHING OR DEPOSITING THE WARRANT

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND CAPITOL BUILDING MUST APPEAR BELOW TO BE AUTHENTIC

FLAIR ACCOUNT CODE	SWDN	ADN	OBJECT	DATE	WARRANT NO	56-1544 / 441
31-202398001-31700100-00-10515200	D6000126186	V000670	1399	09/17/25	64-0224598-0	

OLO 310000 SITE 07 CONTACT (850) 815-4624 FOR PAYMENT QUESTIONS

VOID AFTER 12 MONTHS

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES

4-40-177 386

AMOUNT
$****43,761.17

FORTY-THREE-THOUSAND-SEVEN-HUNDRED-SIXTY-ONE & 17/100 DOLLARS

DEPOSITED
SEP 22 2025
BY FISCAL

EXPENSE WARRANT

PAY TO THE ORDER OF
MARION COUNTY SHERIFFS OFFICE
PO BOX 1987
OCALA FL 34478

TO: DIVISION OF TREASURY
TALLAHASSEE

BLAISE INGOGLIA, CHIEF FINANCIAL OFFICER

Florida Division of Emergency Management

Claim Summary

Resource Provider	FEIN #	Mission/Agreement #	Incident Name
Marion County Sheriff's Office	59-6000739	01890	2024 Helene

Assigned Location:	617 Ontario Ave SW	Mission Timeline	From:		To:	
		Period of Service	Start:	9/28/2024	End:	10/5/2024
Mission Description:	Please deploy Marion County EOC Support assets:Preston Bowlin EM Director MCSOLt. Ryan Robbins MCSOLt. Roy Hay MCSOBC Kenny Smithgall Marion County FireBS Pat Feagle Ocala Fire					
Requesting Entity:	Florida Division of Emergency Management					
Reimbursement Point of Contact:	Caitlin Rath	Email:	crath@marionso.com		Phone:	3523696849

PERSONNEL	$43,761.17
PERSONNEL BACKFILL	$0.00
TRAVEL	$0.00
EQUIPMENT	$0.00
MATERIALS AND OTHER	$0.00
RENTAL	$0.00
TOTAL CLAIM	$43,761.17

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalities for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Signature	Caitlin Rath	Title	Budget Manager	Date	9/9/25

RECEIVED

SEP 22 2025

BY FISCAL

Marion County Sheriff's Office

Post Office Box 1987
Ocala, Florida 34478-1987

INVOICE

DATE
9/30/2024
NUMBER
3218
TOTAL
37,206.50

Payment Due: 10/15/2024

STATE OF FLORIDA - DEPARTMENT OF

045

Item	Description	Quantity	Unit Price	U/M	Amount
1	SEPT 2024 PROJECT 045 HURRICANE HELENE	1.00	13,832.32	None	13,832.32
2	SEPT 2024 PROJECT 045 HURRICANE HELENE	1.00	7,443.54	None	7,443.54
3	SEPT 2024 PROJECT 045 HURRICANE HELENE	1.00	15,930.64	None	15,930.64

001 - 22,551.03

007 - 15,538.99

115 - 5,671.15

001 13832.32
001 046 8718.71
007 7443.54
007 046 8095.45
115 15930.64

$10259.49 Balance Left on INVOICE

761.17

1) 13832.32
2) 7443.54
3) 5671.15

001-0000-000 208000.000
$8718.71

007-0000-000 28000.000
$8095.45

Run: 10/21/2024 at 4:03 PM

Marion County Sheriff's Office

Lists Account Numbers and Balance Only from 10/01/2023 to 9/30/2024

Activity Date	Reference	Source	Description	Amount

Report Criteria... 10/21/2024 @ 4:03 PM

Form:	G/L Account Summary Report-Portrait - Lists Account Numbers and Balance Only
Mask:	???-????-045 ??????.???
activity date:	From: 10/01/2023 To: 9/30/2024
Fund	From: 000 To: 999

Run: 10/21/2024 at 4:03 PM

Marion County Sheriff's Office

Lists Account Numbers and Balance Only from 10/01/2023 to 9/30/2024

Activity Date	Reference	Source	Description	Amount
001-1013-045 521140.000			SALARIES/WAGES OVERTIME	4,529.31
001-1013-045 521210.000			FICA TAXES MATCHING	334.41
001-1013-045 521220.000			RETIREMENT CONTRIBUTIONS	1,075.61
001-1013-045 521230.000			LIFE & HEALTH INSURANCE	13.43
001-1015-045 521140.000			SALARIES/WAGES OVERTIME	1,278.92
001-1015-045 521210.000			FICA TAXES MATCHING	95.34
001-1015-045 521220.000			RETIREMENT CONTRIBUTIONS	269.79
001-1015-045 521230.000			LIFE & HEALTH INSURANCE	7.23
001-1035-045 521140.000			SALARIES/WAGES OVERTIME	1,062.24
001-1035-045 521210.000			FICA TAXES MATCHING	79.73
001-1035-045 521220.000			RETIREMENT CONTRIBUTIONS	131.49
001-1035-045 521230.000			LIFE & HEALTH INSURANCE	4.75
001-1039-045 521140.000			SALARIES/WAGES OVERTIME	74.27
001-1039-045 521210.000			FICA TAXES MATCHING	5.48
001-1039-045 521220.000			RETIREMENT CONTRIBUTIONS	10.11
001-1039-045 521230.000			LIFE & HEALTH INSURANCE	0.49
001-1041-045 521140.000			SALARIES/WAGES OVERTIME	3,461.04
001-1041-045 521210.000			FICA TAXES MATCHING	256.18
001-1041-045 521220.000			RETIREMENT CONTRIBUTIONS	1,133.75
001-1041-045 521230.000			LIFE & HEALTH INSURANCE	8.75
007-7010-045 521140.000			SALARIES/WAGES OVERTIME	5,575.18
007-7010-045 521210.000			FICA TAXES MATCHING	419.08
007-7010-045 521220.000			RETIREMENT CONTRIBUTIONS	1,434.22
007-7010-045 521230.000			LIFE & HEALTH INSURANCE	15.06
115-2010-045 521140.000			SALARIES/WAGES OVERTIME	10,724.84
115-2010-045 521210.000			FICA TAXES MATCHING	794.26
115-2010-045 521220.000			RETIREMENT CONTRIBUTIONS	3,499.48
115-2010-045 521230.000			LIFE & HEALTH INSURANCE	43.61
115-2010-045 521440.032			RENTALS/LEASES - OTHER	0.00
115-2031-045 521140.000			SALARIES/WAGES OVERTIME	714.96
115-2031-045 521210.000			FICA TAXES MATCHING	53.21
115-2031-045 521220.000			RETIREMENT CONTRIBUTIONS	97.29
115-2031-045 521230.000			LIFE & HEALTH INSURANCE	2.99
			Report Total:	37,206.50

Run: 10/21/2024 at 4:03 PM

Marion County Sheriff's Office

Lists Account Numbers and Balance Only from 10/01/2024 to 9/30/2025

Activity Date	Reference	Source	Description	Amount
001-1013-045 521140.000			SALARIES/WAGES OVERTIME	0.00
001-1013-045 521210.000			FICA TAXES MATCHING	0.00
001-1013-045 521220.000			RETIREMENT CONTRIBUTIONS	0.00
001-1013-045 521230.000			LIFE & HEALTH INSURANCE	0.00
001-1015-045 521140.000			SALARIES/WAGES OVERTIME	0.00
001-1015-045 521210.000			FICA TAXES MATCHING	0.00
001-1015-045 521220.000			RETIREMENT CONTRIBUTIONS	0.00
001-1015-045 521230.000			LIFE & HEALTH INSURANCE	0.00
001-1035-045 521140.000			SALARIES/WAGES OVERTIME	0.00
001-1035-045 521210.000			FICA TAXES MATCHING	0.00
001-1035-045 521220.000			RETIREMENT CONTRIBUTIONS	0.00
001-1035-045 521230.000			LIFE & HEALTH INSURANCE	0.00
001-1039-045 521140.000			SALARIES/WAGES OVERTIME	0.00
001-1039-045 521210.000			FICA TAXES MATCHING	0.00
001-1039-045 521220.000			RETIREMENT CONTRIBUTIONS	0.00
001-1039-045 521230.000			LIFE & HEALTH INSURANCE	0.00
001-1041-045 521140.000			SALARIES/WAGES OVERTIME	0.00
001-1041-045 521210.000			FICA TAXES MATCHING	0.00
001-1041-045 521220.000			RETIREMENT CONTRIBUTIONS	0.00
001-1041-045 521230.000			LIFE & HEALTH INSURANCE	0.00
007-7010-045 521140.000			SALARIES/WAGES OVERTIME	0.00
007-7010-045 521210.000			FICA TAXES MATCHING	0.00
007-7010-045 521220.000			RETIREMENT CONTRIBUTIONS	0.00
007-7010-045 521230.000			LIFE & HEALTH INSURANCE	0.00
115-2010-045 521140.000			SALARIES/WAGES OVERTIME	0.00
115-2010-045 521210.000			FICA TAXES MATCHING	0.00
115-2010-045 521220.000			RETIREMENT CONTRIBUTIONS	0.00
115-2010-045 521230.000			LIFE & HEALTH INSURANCE	0.00
115-2010-045 521440.032			RENTALS/LEASES - OTHER	0.00
115-2031-045 521140.000			SALARIES/WAGES OVERTIME	0.00
115-2031-045 521210.000			FICA TAXES MATCHING	0.00
115-2031-045 521220.000			RETIREMENT CONTRIBUTIONS	0.00
115-2031-045 521230.000			LIFE & HEALTH INSURANCE	0.00
			Report Total:	0.00

Run: 9/22/2025 at 3:31 PM

Marion County Sheriff's Office

Page: 1

Lists Account Numbers and Balance Only from 10/01/2024 to 9/30/2025

Activity Date	Reference	Source	Description	Amount
001-1013-046 521140.000			SALARIES/WAGES OVERTIME	3,874.47
001-1013-046 521210.000			FICA TAXES MATCHING	286.04
001-1013-046 521220.000			RETIREMENT CONTRIBUTIONS	944.94
001-1013-046 521230.000			LIFE & HEALTH INSURANCE	11.46
001-1035-046 521140.000			SALARIES/WAGES OVERTIME	265.56
001-1035-046 521210.000			FICA TAXES MATCHING	19.94
001-1035-046 521220.000			RETIREMENT CONTRIBUTIONS	32.89
001-1035-046 521230.000			LIFE & HEALTH INSURANCE	1.19
001-1039-046 521140.000			SALARIES/WAGES OVERTIME	72.11
001-1039-046 521210.000			FICA TAXES MATCHING	5.22
001-1039-046 521220.000			RETIREMENT CONTRIBUTIONS	9.79
001-1039-046 521230.000			LIFE & HEALTH INSURANCE	0.58
001-1041-046 521140.000			SALARIES/WAGES OVERTIME	3,539.70
001-1041-046 521210.000			FICA TAXES MATCHING	261.98
001-1041-046 521220.000			RETIREMENT CONTRIBUTIONS	1,159.41
001-1041-046 521230.000			LIFE & HEALTH INSURANCE	8.94
001-1043-046 521520.066			OPERATING SUPPLIES - FUELS & LUBRICANTS AVIATION	434.13
007-7010-046 521140.000			SALARIES/WAGES OVERTIME	6,046.49
007-7010-046 521210.000			FICA TAXES MATCHING	454.26
007-7010-046 521220.000			RETIREMENT CONTRIBUTIONS	1,579.03
007-7010-046 521230.000			LIFE & HEALTH INSURANCE	16.31
115-2010-046 521140.000			SALARIES/WAGES OVERTIME	3,973.98
115-2010-046 521210.000			FICA TAXES MATCHING	295.59
115-2010-046 521220.000			RETIREMENT CONTRIBUTIONS	1,279.18
115-2010-046 521230.000			LIFE & HEALTH INSURANCE	16.83
115-2031-046 521140.000			SALARIES/WAGES OVERTIME	297.90
115-2031-046 521210.000			FICA TAXES MATCHING	22.15
115-2031-046 521220.000			RETIREMENT CONTRIBUTIONS	40.50
115-2031-046 521230.000			LIFE & HEALTH INSURANCE	1.25
			Report Total:	24,951.82

001 - $ 10928.35

007 - $ 14023.47

Run: 9/22/2025 at 3:31 PM

Marion County Sheriff's Office

Page: 1

Lists Account Numbers and Balance Only from 10/01/2024 to 9/30/2025

Activity Date	Reference	Source	Description	Amount

Report Criteria... 9/22/2025 @ 3:31 PM

Form: G/L Account Summary Report-Portrait - Lists Account Numbers and Balance Only
Mask: ???-????-046 ??????.???
Post type: Actual
activity date: From: 10/01/2024 To: 9/30/2025

Marion County Sheriff's Office

Post Office Box 1987
Ocala, Florida 34478-1987

COPY

9/23/2025 **RECEIPT # 55836**

CASH RECEIPT

Received From:	Payment Type	Reference #	Amount Received
STATE OF FLORIDA - DEPARTMENT OF	Check	4-40-162 365	542,757.71

Description:

PROJECT 005 - HURRICANE MILTON

001-0000-000 115000.000 ACCOUNTS RECEIVABLE	23027.16
003-0000-000 115000.000 ACCOUNTS RECEIVABLE	226892.68
004-0000-000 115000.000 ACCOUNTS RECEIVABLE	121.50
007-0000-000 115000.000 ACCOUNTS RECEIVABLE	27176.32
115-0000-000 115000.000 ACCOUNTS RECEIVABLE	265540.05

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
REMITTANCE ADVICE

FLAIR ACCOUNT CODE	OLO	SITE	DOCUMENT NUMBER	OBJECT	DATE	PAYMENT NO
31-202750001-31700100-00-10515000	310000	07	D6000110579	7800	09/12/25	0211881

PAYMENT AMOUNT
$ 542,757.71

AGENCY DOCUMENT NO
V000512

MARION COUNTY SHERIFFS OFFICE
PO BOX 1987
OCALA FL 34478

PLEASE DIRECT QUESTIONS TO: (850) 815-4624, DIVISION OF EMERGENCY MANAGMENT

VENDORS NOW CAN VIEW PAYMENT INFORMATION AT HTTP://FLAIR.DBF.STATE.FL.US

INVOICE NUMBER	AMOUNT
1	$ 542,757.71

RECEIVED
SEP 19 2025
BY FISCAL

DETACH CAREFULLY AND RETAIN FOR YOUR RECORDS BEFORE CASHING OR DEPOSITING THE WARRANT

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND CAPITOL BUILDING MUST APPEAR BELOW TO BE AUTHENTIC

FLAIR ACCOUNT CODE	SWDN	ADN	OBJECT	DATE	WARRANT NO	56-1544 / 441
31-202750001-31700100-00-10515000	D6000110579	V000512	7800	09/12/25	64-0211881-0	

OLO 310000 SITE 07 CONTACT (850) 815-4624 FOR PAYMENT QUESTIONS

VOID AFTER 12 MONTHS

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES

4-40-162 365

AMOUNT

$***542,757.71

FIVE-HUNDRED-FORTY-TWO-THOUSAND-SEVEN-HUNDRED-FIFTY-SEVEN & 71/100 DOLLARS

DEPOSITED
SEP 29 2025
BY FISCAL

EXPENSE WARRANT

TO: DIVISION OF TREASURY
TALLAHASSEE

PAY TO THE ORDER OF
MARION COUNTY SHERIFFS OFFICE
PO BOX 1987
OCALA FL 34478

BLAISE INGOGLIA, CHIEF FINANCIAL OFFICER

Marion County Sheriff's Office

Post Office Box 1987
Ocala, Florida 34478-1987

INVOICE

DATE
9/23/2025
NUMBER
3414
TOTAL
542,757.71

STATE OF FLORIDA - DEPARTMENT OF
FINANCIAL SERVICES
11655 NW GAINESVILLE ROAD

Payment Due: 10/23/2025

Item	Description	Quantity	Unit Price	U/M	Amount
1	003-PROJECT 005 - HURRICANE MILTON	1.00	226,892.68	None	226,892.68
2	007-PROJECT 005 - HURRICANE MILTON	1.00	27,176.32	None	27,176.32
3	115-PROJECT 005 - HURRICANE MILTON	1.00	265,540.05	None	265,540.05
4	001-PROJECT 005 - HURRICANE MILTON	1.00	23,027.16	None	23,027.16
5	004-PROJECT 005 - HURRICANE MILTON	1.00	121.50	None	121.50

005

Hurricane Milton

Initial Payment: Y
Payment #: 1

DIVISION OF EMERGENCY MANAGEMENT
PA REQUEST FOR PAYMENT

Applicant ID: 083-09582-00

Originating Division: Emergency Management

Make Warrant Payable To: Marion County Sheriff's Office

Mailing Address: PO Box 1987
Ocala, Florida 34478

Z5101

Contract No: Z5101

Warrant Amount: **$542,757.71**

TR: ENC #: LINE #:

For Consultant Contracts

* ORG Level: 31800404000 * EO: DR OBJ Code:

Hand Written Entries:

Final Payment Indicator:

Date Invoice Recvd: Apr 29, 2025

Date Good/Svcs Recvd: May 1, 2025

Date Good/Svcs Insp: May 5, 2025

CF: Description:

Amount:

FEID #: 59-6000739 SAMAS Acct #:

Voucher No: Line No.: Ben Cat:

Ben Obj: Project ID: 4834PA03012

* Grant No: 4834F

FID: 20-2-750001 / 105150 By: Date: Trans Date: 000000

Applicant's Agent: Caitlin Rath Mail Check:

Grant Manager	Supervisor	GAR Approval	Grant Manager	Finance & Accounting
Ashlee Vessels	Enrique Gaston	Melissa Shirah	Jenny Pfrimmer	
Apr 29, 2025	May 1, 2025	May 5, 2025	May 5, 2025	
Signature secured electronically through website authentication.	Signature secured electronically through website authentication.	Signature secured electronically through website authentication.	Signature secured electronically through website authentication.	

Voucher Date:

Warrant No: **OR** EFT No:

Warrant Date: EFT Date:

RECEIVED
SEP 19 2025
BY FISCAL

#005 FY 24/25

Scope

1519749 Damage for Project [813539] Hurricane Milton - Cat B

Cost share for this version is 100%. All work and costs in this project version fall between 10/05/2024 and 10/31/2024.

Work Completed

The applicant utilized force account labor, materials and rented equipment in taking the Emergency Protective Measures.

Marion County Sheriff's Office

A. Provided labor expenses for increased security at 10 evacuation shelters throughout Marion County due to the hurricane.

B. Provided Meal expenses for EOC staff to operate emergency protective measures during the hurricane.

C. Provided equipment rentals for debris clearing of roadways due to the hurricane.

D. Provided Emergency Operations Center for Marion County, including operating the EOC and coordination with other agencies, departments, and services

A. Provided Provision of Supplies and Commodities for 10 hurricane evacuation shelters.

1.	Force account OT Labor:	462 Laborers	6,735.90 hours	$516,072.09
2.	Rented Equipment:	134 EA.	2649.20 hours	$3,084.48
3.	Force account Materials:			$6,048.44
4.	Other Costs:			$17,552.70

Work Completed Totals

1.	Force account OT Labor:	462 Laborers	6,735.90 hours	$516,072.09
2.	Rented Equipment:	134 EA.	2649.20 hours	$3,084.48
3.	Force account Materials:			$6,048.44
4.	Other Costs:			$17,552.70
	Work Completed Total:			**$542,757.71**

Project Notes:

1. Scope and cost were developed based on applicant cost summaries and certification included in the Schedule EZ.

$ Cost

Damage #	Line Item #	Code	Quantity	Unit	Total Cost	Section	Version
1519749	1	9007 (Labor)	1	Lump Sum	$516,072.09	Completed	0

Processing

Marion County Sheriff's Office

Post Office Box 1987
Ocala, Florida 34478-1987

COPY

9/23/2025 **RECEIPT # 55836**

CASH RECEIPT

Received From:	Payment Type	Reference #	Amount Received
STATE OF FLORIDA - DEPARTMENT OF	Check	4-40-162 365	542,757.71

Description:

PROJECT 005 - HURRICANE MILTON

001-0000-000 115000.000 ACCOUNTS RECEIVABLE	23027.16
003-0000-000 115000.000 ACCOUNTS RECEIVABLE	226892.68
004-0000-000 115000.000 ACCOUNTS RECEIVABLE	121.50
007-0000-000 115000.000 ACCOUNTS RECEIVABLE	27176.32
115-0000-000 115000.000 ACCOUNTS RECEIVABLE	265540.05

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
REMITTANCE ADVICE

FLAIR ACCOUNT CODE	OLO	SITE	DOCUMENT NUMBER	OBJECT	DATE	PAYMENT NO
31-202750001-31700100-00-10515000	310000	07	D6000110579	7800	09/12/25	0211881

PAYMENT AMOUNT
$ 542,757.71

AGENCY DOCUMENT NO
V000512

MARION COUNTY SHERIFFS OFFICE
PO BOX 1987
OCALA FL 34478

PLEASE DIRECT QUESTIONS TO: (850) 815-4624, DIVISION OF EMERGENCY MANAGMENT

VENDORS NOW CAN VIEW PAYMENT INFORMATION AT HTTP://FLAIR.DBF.STATE.FL.US

INVOICE NUMBER	AMOUNT
1	$ 542,757.71

RECEIVED
SEP 19 2025
BY FISCAL

DETACH CAREFULLY AND RETAIN FOR YOUR RECORDS BEFORE CASHING OR DEPOSITING THE WARRANT

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND CAPITOL BUILDING MUST APPEAR BELOW TO BE AUTHENTIC

FLAIR ACCOUNT CODE	SWDN	ADN	OBJECT	DATE	WARRANT NO	56-1544 / 441
31-202750001-31700100-00-10515000	D6000110579	V000512	7800	09/12/25	64-0211881-0	

OLO 310000 SITE 07 CONTACT (850) 815-4624 FOR PAYMENT QUESTIONS

VOID AFTER 12 MONTHS

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES

4-40-162 365

AMOUNT

FIVE-HUNDRED-FORTY-TWO-THOUSAND-SEVEN-HUNDRED-FIFTY-SEVEN & 71/100 DOLLARS

$***542,757.71

DEPOSITED
SEP 23 2025
BY FISCAL

EXPENSE WARRANT

TO: DIVISION OF TREASURY
TALLAHASSEE

PAY TO THE ORDER OF
MARION COUNTY SHERIFFS OFFICE
PO BOX 1987
OCALA FL 34478

BLAISE INGOGLIA, CHIEF FINANCIAL OFFICER

Marion County Sheriff's Office

Post Office Box 1987
Ocala, Florida 34478-1987

INVOICE

DATE
9/23/2025
NUMBER
3414
TOTAL
542,757.71

STATE OF FLORIDA - DEPARTMENT OF FINANCIAL SERVICES
11655 NW GAINESVILLE ROAD

Payment Due: 10/23/2025

Item	Description	Quantity	Unit Price	U/M	Amount
1	003-PROJECT 005 - HURRICANE MILTON	1.00	226,892.68	None	226,892.68
2	007-PROJECT 005 - HURRICANE MILTON	1.00	27,176.32	None	27,176.32
3	115-PROJECT 005 - HURRICANE MILTON	1.00	265,540.05	None	265,540.05
4	001-PROJECT 005 - HURRICANE MILTON	1.00	23,027.16	None	23,027.16
5	004-PROJECT 005 - HURRICANE MILTON	1.00	121.50	None	121.50

005

Hurricane Milton

Initial Payment: Y
Payment #: 1

DIVISION OF EMERGENCY MANAGEMENT
PA REQUEST FOR PAYMENT

Applicant ID: 083-09582-00

Originating Division: Emergency Management

Make Warrant Payable To: Marion County Sheriff's Office

Mailing Address: PO Box 1987
Ocala, Florida 34478

Z5101

Contract No: Z5101

Warrant Amount: **$542,757.71**

TR: ENC #: LINE #:

For Consultant Contracts

* ORG Level: 31800404000 * EO: DR OBJ Code:

Hand Written Entries:

Final Payment Indicator:

Date Invoice Recvd: Apr 29, 2025

CF: Description:

Date Good/Svcs Recvd: May 1, 2025

Amount:

Date Good/Svcs Insp: May 5, 2025

FEID #: 59-6000739 SAMAS Acct #:

Voucher No: Line No.: Ben Cat:

Ben Obj: Project ID: 4834PA03012

* Grant No: 4834F

FID: 20-2-750001 / 105150 By: Date: Trans Date: 000000

Applicant's Agent: Caitlin Rath Mail Check:

Grant Manager	Supervisor	GAR Approval	Grant Manager	Finance & Accounting
Ashlee Vessels Apr 29, 2025 Signature secured electronically through website authentication.	Enrique Gaston May 1, 2025 Signature secured electronically through website authentication.	Melissa Shirah May 5, 2025 Signature secured electronically through website authentication.	Jenny Pfrimmer May 5, 2025 Signature secured electronically through website authentication.	

Voucher Date:

Warrant No: EFT No:

OR

Warrant Date: EFT Date:

RECEIVED
SEP 19 2025
BY FISCAL

#005 FY 24/25

Scope

1519749 Damage for Project [813539] Hurricane Milton - Cat B

Cost share for this version is 100%. All work and costs in this project version fall between 10/05/2024 and 10/31/2024.

Work Completed

The applicant utilized force account labor, materials and rented equipment in taking the Emergency Protective Measures.

Marion County Sheriff's Office

A. Provided labor expenses for increased security at 10 evacuation shelters throughout Marion County due to the hurricane.

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C. Provided equipment rentals for debris clearing of roadways due to the hurricane.

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2.	Rented Equipment:	134 EA.	2649.20 hours	$3,084.48
3.	Force account Materials:			$6,048.44
4.	Other Costs:			$17,552.70

Work Completed Totals

1.	Force account OT Labor:	462 Laborers	6,735.90 hours	$516,072.09
2.	Rented Equipment:	134 EA.	2649.20 hours	$3,084.48
3.	Force account Materials:			$6,048.44
4.	Other Costs:			$17,552.70
	Work Completed Total:			**$542,757.71**

Project Notes:

1. Scope and cost were developed based on applicant cost summaries and certification included in the Schedule EZ.

$ Cost

Damage #	Line Item #	Code	Quantity	Unit	Total Cost	Section	Version
1519749	1	9007 (Labor)	1	Lump Sum	$516,072.09	Completed	0

Processing

Marion County Sheriff's Office

Post Office Box 1987
Ocala, Florida 34478-1987

9/24/2025 **RECEIPT #** **55857**

CASH RECEIPT

Received From:	Payment Type	Reference #	Amount Received
WEEKS AUCTION CO LLC	Check	0081319	5,612.00

Description:

VEHICLES SOLD AT AUCTION 9/18/2025

003-0000-000 208000.000 DUE TO BOCC 5612.00

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER AND ORIGINAL DOCUMENT SECURITY SCREEN ON BACK WITH PADLOCK SECURITY ICON

WEEKS AUCTION CO., LLC
4851 W HWY 40
OCALA, FL 34482

TRUIST

63-215/631

81319

PAY
TO THE
ORDER OF

09/18/2025 81319 $ ***5612.00

DOLLARS

FIVE THOUSAND SIX HUNDRED TWELVE & NO/100

MARION COUNTY SHERIFFS DEPT
ATTN FLEET MANAGEMENT
PO BOX 1987
OCALA FL 34470

MEMO

AUTHORIZED SIGNATURE

SECURE DOCUMENT SQUARE IMAGES FADE WHEN HEAT IS APPLIED

WEEKS AUCTION CO., LLC 81319

		15947	MARION COUNTY SHERIFFS DEPT	
09/18/2025	086110	5612.00	.00	5612.00

RECEIVED

SEP 24 2025

BY FISCAL

09/18/2025	81319	5612.00	.00	5612.00

SHERIFF - Marion County
SURPLUS PROPERTY DISPOSAL FORM

DESCRIPTION OF PROPERTY	SERIAL #	MCSO #
FORD TRACTOR 4630 4x4/ F-1	9949	16612
FORD TRACTOR 3930 / F-3	NOT FOUND	14999
SCAG ZERO TURN MOWER TIGER CAT 48 IN	J8800155	31829
SCAG ZERO TURN MOWER WILD CAT 48 IN	A8700314	N/A
SCAG ZERO TURN MOWER TIGER CAT 48 IN	H5700211	30027
SCAG WALK BEHIND MOWER 52 IN	H2600015	292920
TRAIL WAGON UTV 340CC	N/A	N/A

REASON WHY PROPERTY IS SURPLUS:
TRACTORS RUN BUT NEED TO SPEND MORE THAN THEY WORTH TO FIX AND ARE NO LONGER NEEDED
MOWERS DO NOT RUN OR ARE PARTS MOWERS. TRAILWAGON DOES NOT RUN AND IS OBSOLETE.

IS THIS PROPERTY OF ANY VALUE? ☒ Yes ☐ No IF YES, STATE VALUE: PARTS VALUE ONLY

RECEIVED

SIGNED: ROLLAND HURST 5620 DATE 8/15/2025

DIVISION: DETENTION / 3010

SEP 2 4 2025

SUPERVISOR'S SIGNATURE: _____ DATE _____

BY FISCAL

THIS AREA FOR THE PURCHASING DIVISIONS USE ONLY

THE ABOVE PROPERTY WAS RELEASED TO: WEEKS AUCTION OCALA

---- OR ----

THE ABOVE PROPERTY WAS DESTROYED BY: _____

SIGNED: _____ DATE _____

SUPERVISOR'S SIGNATURE: _____ DATE _____

003

Equipment sent to Weeks Auction on 09/12/2025

DEPT #	DEPT	PROPERTY#	MAKE	MODEL	WEEK'S TAG #	SELLING PRICE	COMMISSION	NET SALE
3010	INMATE WORK FARM	N/A	HONDA	TRAIL WAGON UTV 340CC	WAC-27574-000	$ 400.00	$ 32.00	$ 368.00
3010	INMATE WORK FARM	16612	FORD	TRACTOR 4630	WAC-27575-000	NS	NS	NS
3010	INMATE WORK FARM	14999	FORD	TRACTOR 3930	WAC-27576-000	$ 4,300.00	$ 344.00	$ 3,956.00
3010	INMATE WORK FARM	N/A	SCAG	WILDCAT ZTURN	WAC-27577-000	$ 200.00	$ 16.00	$ 184.00
3010	INMATE WORK FARM	N/A	SCAG	MOWER PARTS	WAC-27578-000	$ 400.00	$ 32.00	$ 368.00
3010	INMATE WORK FARM	30027	SCAG	TIGERCAT ZTURN	WAG-27675-000	$ 500.00	$ 40.00	$ 460.00
3010	INMATE WORK FARM	UNK(292920)?	SCAG	WALK BEHIND MOWER	WAG-27676-000	$ 300.00	$ 24.00	$ 276.00
						$ 6,100.00	$ 488.00	$ 5,612.00

Marion County Sheriff's Office

Post Office Box 1987
Ocala, Florida 34478-1987

9/30/2025 **RECEIPT #** **55913**

CASH RECEIPT

Received From:	Payment Type	Reference #	Amount Received
WEEKS AUCTION CO LLC	Check	0081054	7,912.00

Description:

VEHICLE SOLD 09/30/25

003-0000-000 208000.000 DUE TO BOCC 7912.00

WEEKS AUCTION CO., LLC

81054

	15947		MARION COUNTY SHERIFFS DEPT	
09/30/2025	086222	7912.00	.00	7912.00

9/30/25 Rel BD
003-0000-000 2005000.00

RECEIVED
OCT 8 2025
BY: FISCAL

09/30/2025	81054	7912.00	.00	7912.00

THE PAGE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER AND ORIGINAL DOCUMENT SECURITY SCREEN ON BACK WITH PADLOCK SECURITY ICON

WEEKS AUCTION CO., LLC
4851 W HWY 40
OCALA, FL 34482

TRUIST

81054

63-215/631

SECURE DOCUMENT SQUARE IMAGES FADE WHEN HEAT IS APPLIED

PAY
TO THE
ORDER OF

09/30/2025 81054 $ ***7912.00

DOLLARS

SEVEN THOUSAND NINE HUNDRED TWELVE & NO/100

MARION COUNTY SHERIFFS DEPT
ATTN FLEET MANAGEMENT
PO BOX 1987
OCALA FL 34470

MEMO

AUTHORIZED SIGNATURE

MP

⑈081054⑈ ⑆063102152⑆007200015678 7⑈

CONSIGNMENT & SETTLEMENT SHEET

BRASS AUCTION COMPANY, LLC.
4051 WEST HWY 40
OCALA, FLORIDA 34482

PHONE: (352) 351-4951

CONSIGNOR MARION COUNTY SHERIFFS DEPT
15017 ATTN FLEET MANAGEMENT
PO BOX 1037
OCALA FL 34478

SETTLEMENT NO: 056222
DATE: 8/30/2025
PAGE NO: 1

TAG NO.	DESCRIPTION	COMMISSION	PRICE	
MAC-27575-000	FORD 4629 (8)	600.00	8,600.00	#16622
000/00000/000	SH B010349	.00	.00	

SOLD	
GROSS TOTAL	8,600.00
LESS COMMISSION	576.00
LESS OTHER FEES	.00
ADVANCED BY PURCH	.00
TOTAL	7,312.00

RECEIVED
OCT 3 0 2025
BY: FL - AL

Summary of Sheriff's Documentation
11/04/2025

	Amount	Check #
Disaster Relief - Other		
337520	$5,671	4-40-177 386
	$265,540	4-40-162 365
	$271,212	
Insurance Proceeds - Automobile	$17,525	0141174
364080	$570	117129987 8
	$3,355	0141958
	$50,339	0142018
	$71,790	
	$343,002	

Marion County Sheriff's Office

Post Office Box 1987
Ocala, Florida 34478-1987

COPY

9/22/2025 **RECEIPT # 55829**

CASH RECEIPT

Received From:	Payment Type	Reference #	Amount Received
STATE OF FLORIDA - DEPARTMENT OF	Check	4-40-177 386	43,761.17

Description:

SEPT 2024 PROJECT 045 HURRICANE HELENE

001-0000-000 115000.000 ACCOUNTS RECEIVABLE	13832.32
001-0000-000 208000.000 DUE TO BOCC	8718.71
007-0000-000 115000.000 ACCOUNTS RECEIVABLE	7443.54
007-0000-000 208000.000 DUE TO BOCC	8095.45
115-0000-000 115000.000 ACCOUNTS RECEIVABLE	5671.15

209

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
REMITTANCE ADVICE

FLAIR ACCOUNT CODE	OLO	SITE	DOCUMENT NUMBER	OBJECT	DATE	PAYMENT NO
31-202398001-31700100-00-10515200	310000	07	D6000126186	1399	09/17/25	0224598

PAYMENT AMOUNT
$ 43,761.17

AGENCY DOCUMENT NO
V000670

MARION COUNTY SHERIFFS OFFICE
PO BOX 1987
OCALA FL 34478

PLEASE DIRECT QUESTIONS TO: (850) 815-4624, DIVISION OF EMERGENCY MANAGMENT

VENDORS NOW CAN VIEW PAYMENT INFORMATION AT HTTP://FLAIR.DBF.STATE.FL.US

045/046

INVOICE NUMBER	AMOUNT
OOOOORVK1	$ 43,761.17

RECEIVED

SEP 22 2025

BY FISCAL

DETACH CAREFULLY AND RETAIN FOR YOUR RECORDS BEFORE CASHING OR DEPOSITING THE WARRANT

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND CAPITOL BUILDING MUST APPEAR BELOW TO BE AUTHENTIC

FLAIR ACCOUNT CODE	SWDN	ADN	OBJECT	DATE	WARRANT NO	56-1544 / 441
31-202398001-31700100-00-10515200	D6000126186	V000670	1399	09/17/25	64-0224598-0	

OLO 310000 SITE 07 CONTACT (850) 815-4624 FOR PAYMENT QUESTIONS VOID AFTER 12 MONTHS

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES

4-40-177 386

AMOUNT

$****43,761.17

FORTY-THREE-THOUSAND-SEVEN-HUNDRED-SIXTY-ONE & 17/100 DOLLARS

DEPOSITED

SEP 22 2025

BY FISCAL

EXPENSE WARRANT

TO: DIVISION OF TREASURY
TALLAHASSEE

PAY TO THE ORDER OF
MARION COUNTY SHERIFFS OFFICE
PO BOX 1987
OCALA FL 34478

BLAISE INGOGLIA, CHIEF FINANCIAL OFFICER

Florida Division of Emergency Management

Claim Summary

Resource Provider	FEIN #	Mission/Agreement #	Incident Name
Marion County Sheriff's Office	59-6000739	01890	2024 Helene

Assigned Location:	617 Ontario Ave SW	**Mission Timeline**	**From:**		**To:**	
		Period of Service	**Start:**	9/28/2024	**End:**	10/5/2024
Mission Description:	Please deploy Marion County EOC Support assets:Preston Bowlin EM Director MCSOLt. Ryan Robbins MCSOLt. Roy Hay MCSOBC Kenny Smithgall Marion County FireBS Pat Feagle Ocala Fire					
Requesting Entity:	Florida Division of Emergency Management					
Reimbursement Point of Contact:	Caitlin Rath	**Email:**	crath@marionso.com		**Phone:**	3523696849

PERSONNEL	$43,761.17
PERSONNEL BACKFILL	$0.00
TRAVEL	$0.00
EQUIPMENT	$0.00
MATERIALS AND OTHER	$0.00
RENTAL	$0.00
TOTAL CLAIM	$43,761.17

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalities for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Signature	Caitlin Rath	Title	Budget Manager	Date	9/9/25

RECEIVED

SEP 2 2 2025

BY FISCAL

Marion County Sheriff's Office

Post Office Box 1987
Ocala, Florida 34478-1987

INVOICE

DATE
9/30/2024
NUMBER
3218
TOTAL
37,206.50

Payment Due: 10/15/2024

STATE OF FLORIDA - DEPARTMENT OF

045

Item	Description	Quantity	Unit Price	U/M	Amount
1	SEPT 2024 PROJECT 045 HURRICANE HELENE	1.00	13,832.32	None	13,832.32
2	SEPT 2024 PROJECT 045 HURRICANE HELENE	1.00	7,443.54	None	7,443.54
3	SEPT 2024 PROJECT 045 HURRICANE HELENE	1.00	15,930.64	None	15,930.64

001 - 22,551.03

007 - 15,538.99

115 - 5,671.15

001 13832.32
001 046 8718.71
007 7443.54
007 046 8095.45
115 15930.64

$10259.49 Balance Left on INVOICE

1) 13832.32
2) 7443.54
3) $671.15

761.17

001-0000-000 208000.000
$ 8718.71

007-0000-000 208000.500
$ 8095.45

Run: 10/21/2024 at 4:03 PM

Marion County Sheriff's Office

Page: 1

Lists Account Numbers and Balance Only from 10/01/2023 to 9/30/2024

Activity Date	Reference	Source	Description	Amount

Report Criteria... 10/21/2024 @ 4:03 PM

Form: G/L Account Summary Report-Portrait - Lists Account Numbers and Balance Only
Mask: ???-????-045 ??????.???
activity date: From: 10/01/2023 To: 9/30/2024
Fund From: 000 To: 999

Run: 10/21/2024 at 4:03 PM

Marion County Sheriff's Office

Lists Account Numbers and Balance Only from 10/01/2023 to 9/30/2024

Activity Date	Reference	Source	Description	Amount
001-1013-045 521140.000			SALARIES/WAGES OVERTIME	4,529.31
001-1013-045 521210.000			FICA TAXES MATCHING	334.41
001-1013-045 521220.000			RETIREMENT CONTRIBUTIONS	1,075.61
001-1013-045 521230.000			LIFE & HEALTH INSURANCE	13.43
001-1015-045 521140.000			SALARIES/WAGES OVERTIME	1,278.92
001-1015-045 521210.000			FICA TAXES MATCHING	95.34
001-1015-045 521220.000			RETIREMENT CONTRIBUTIONS	269.79
001-1015-045 521230.000			LIFE & HEALTH INSURANCE	7.23
001-1035-045 521140.000			SALARIES/WAGES OVERTIME	1,062.24
001-1035-045 521210.000			FICA TAXES MATCHING	79.73
001-1035-045 521220.000			RETIREMENT CONTRIBUTIONS	131.49
001-1035-045 521230.000			LIFE & HEALTH INSURANCE	4.75
001-1039-045 521140.000			SALARIES/WAGES OVERTIME	74.27
001-1039-045 521210.000			FICA TAXES MATCHING	5.48
001-1039-045 521220.000			RETIREMENT CONTRIBUTIONS	10.11
001-1039-045 521230.000			LIFE & HEALTH INSURANCE	0.49
001-1041-045 521140.000			SALARIES/WAGES OVERTIME	3,461.04
001-1041-045 521210.000			FICA TAXES MATCHING	256.18
001-1041-045 521220.000			RETIREMENT CONTRIBUTIONS	1,133.75
001-1041-045 521230.000			LIFE & HEALTH INSURANCE	8.75
007-7010-045 521140.000			SALARIES/WAGES OVERTIME	5,575.18
007-7010-045 521210.000			FICA TAXES MATCHING	419.08
007-7010-045 521220.000			RETIREMENT CONTRIBUTIONS	1,434.22
007-7010-045 521230.000			LIFE & HEALTH INSURANCE	15.06
115-2010-045 521140.000			SALARIES/WAGES OVERTIME	10,724.84
115-2010-045 521210.000			FICA TAXES MATCHING	794.26
115-2010-045 521220.000			RETIREMENT CONTRIBUTIONS	3,499.48
115-2010-045 521230.000			LIFE & HEALTH INSURANCE	43.61
115-2010-045 521440.032			RENTALS/LEASES - OTHER	0.00
115-2031-045 521140.000			SALARIES/WAGES OVERTIME	714.96
115-2031-045 521210.000			FICA TAXES MATCHING	53.21
115-2031-045 521220.000			RETIREMENT CONTRIBUTIONS	97.29
115-2031-045 521230.000			LIFE & HEALTH INSURANCE	2.99
			Report Total:	37,206.50

Run: 10/21/2024 at 4:03 PM

Marion County Sheriff's Office

Lists Account Numbers and Balance Only from 10/01/2024 to 9/30/2025

Activity Date	Reference	Source	Description	Amount

Report Criteria... 10/21/2024 @ 4:03 PM

Form: G/L Account Summary Report-Portrait - Lists Account Numbers and Balance Only
Mask: ???-????-045 ??????.???
activity date: From: 10/01/2024 To: 9/30/2025
Fund From: 000 To: 999

Run: 10/21/2024 at 4:03 PM

Marion County Sheriff's Office

Lists Account Numbers and Balance Only from 10/01/2024 to 9/30/2025

Activity Date	Reference	Source	Description	Amount
001-1013-045 521140.000			SALARIES/WAGES OVERTIME	0.00
001-1013-045 521210.000			FICA TAXES MATCHING	0.00
001-1013-045 521220.000			RETIREMENT CONTRIBUTIONS	0.00
001-1013-045 521230.000			LIFE & HEALTH INSURANCE	0.00
001-1015-045 521140.000			SALARIES/WAGES OVERTIME	0.00
001-1015-045 521210.000			FICA TAXES MATCHING	0.00
001-1015-045 521220.000			RETIREMENT CONTRIBUTIONS	0.00
001-1015-045 521230.000			LIFE & HEALTH INSURANCE	0.00
001-1035-045 521140.000			SALARIES/WAGES OVERTIME	0.00
001-1035-045 521210.000			FICA TAXES MATCHING	0.00
001-1035-045 521220.000			RETIREMENT CONTRIBUTIONS	0.00
001-1035-045 521230.000			LIFE & HEALTH INSURANCE	0.00
001-1039-045 521140.000			SALARIES/WAGES OVERTIME	0.00
001-1039-045 521210.000			FICA TAXES MATCHING	0.00
001-1039-045 521220.000			RETIREMENT CONTRIBUTIONS	0.00
001-1039-045 521230.000			LIFE & HEALTH INSURANCE	0.00
001-1041-045 521140.000			SALARIES/WAGES OVERTIME	0.00
001-1041-045 521210.000			FICA TAXES MATCHING	0.00
001-1041-045 521220.000			RETIREMENT CONTRIBUTIONS	0.00
001-1041-045 521230.000			LIFE & HEALTH INSURANCE	0.00
007-7010-045 521140.000			SALARIES/WAGES OVERTIME	0.00
007-7010-045 521210.000			FICA TAXES MATCHING	0.00
007-7010-045 521220.000			RETIREMENT CONTRIBUTIONS	0.00
007-7010-045 521230.000			LIFE & HEALTH INSURANCE	0.00
115-2010-045 521140.000			SALARIES/WAGES OVERTIME	0.00
115-2010-045 521210.000			FICA TAXES MATCHING	0.00
115-2010-045 521220.000			RETIREMENT CONTRIBUTIONS	0.00
115-2010-045 521230.000			LIFE & HEALTH INSURANCE	0.00
115-2010-045 521440.032			RENTALS/LEASES - OTHER	0.00
115-2031-045 521140.000			SALARIES/WAGES OVERTIME	0.00
115-2031-045 521210.000			FICA TAXES MATCHING	0.00
115-2031-045 521220.000			RETIREMENT CONTRIBUTIONS	0.00
115-2031-045 521230.000			LIFE & HEALTH INSURANCE	0.00
			Report Total:	0.00

Run: 9/22/2025 at 3:31 PM

Marion County Sheriff's Office

Page: 1

Lists Account Numbers and Balance Only from 10/01/2024 to 9/30/2025

Activity Date	Reference	Source	Description	Amount
001-1013-046 521140.000			SALARIES/WAGES OVERTIME	3,874.47
001-1013-046 521210.000			FICA TAXES MATCHING	286.04
001-1013-046 521220.000			RETIREMENT CONTRIBUTIONS	944.94
001-1013-046 521230.000			LIFE & HEALTH INSURANCE	11.46
001-1035-046 521140.000			SALARIES/WAGES OVERTIME	265.56
001-1035-046 521210.000			FICA TAXES MATCHING	19.94
001-1035-046 521220.000			RETIREMENT CONTRIBUTIONS	32.89
001-1035-046 521230.000			LIFE & HEALTH INSURANCE	1.19
001-1039-046 521140.000			SALARIES/WAGES OVERTIME	72.11
001-1039-046 521210.000			FICA TAXES MATCHING	5.22
001-1039-046 521220.000			RETIREMENT CONTRIBUTIONS	9.79
001-1039-046 521230.000			LIFE & HEALTH INSURANCE	0.58
001-1041-046 521140.000			SALARIES/WAGES OVERTIME	3,539.70
001-1041-046 521210.000			FICA TAXES MATCHING	261.98
001-1041-046 521220.000			RETIREMENT CONTRIBUTIONS	1,159.41
001-1041-046 521230.000			LIFE & HEALTH INSURANCE	8.94
001-1043-046 521520.066			OPERATING SUPPLIES - FUELS & LUBRICANTS AVIATION	434.13
007-7010-046 521140.000			SALARIES/WAGES OVERTIME	6,046.49
007-7010-046 521210.000			FICA TAXES MATCHING	454.26
007-7010-046 521220.000			RETIREMENT CONTRIBUTIONS	1,579.03
007-7010-046 521230.000			LIFE & HEALTH INSURANCE	16.31
115-2010-046 521140.000			SALARIES/WAGES OVERTIME	3,973.98
115-2010-046 521210.000			FICA TAXES MATCHING	295.59
115-2010-046 521220.000			RETIREMENT CONTRIBUTIONS	1,279.18
115-2010-046 521230.000			LIFE & HEALTH INSURANCE	16.83
115-2031-046 521140.000			SALARIES/WAGES OVERTIME	297.90
115-2031-046 521210.000			FICA TAXES MATCHING	22.15
115-2031-046 521220.000			RETIREMENT CONTRIBUTIONS	40.50
115-2031-046 521230.000			LIFE & HEALTH INSURANCE	1.25
			Report Total:	24,951.82

001 - $ 10928.35

007 - $ 14023.47

Run: 9/22/2025 at 3:31 PM

Marion County Sheriff's Office

Lists Account Numbers and Balance Only from 10/01/2024 to 9/30/2025

Activity Date	Reference	Source	Description	Amount

Report Criteria... 9/22/2025 @ 3:31 PM

Form: G/L Account Summary Report-Portrait - Lists Account Numbers and Balance Only
Mask: ???-????-046 ??????.???
Post type: Actual
activity date: From: 10/01/2024 To: 9/30/2025

Marion County Sheriff's Office

Post Office Box 1987
Ocala, Florida 34478-1987

COPY

9/23/2025 **RECEIPT # 55836**

CASH RECEIPT

Received From:	Payment Type	Reference #	Amount Received
STATE OF FLORIDA - DEPARTMENT OF	Check	4-40-162 365	542,757.71

Description:

PROJECT 005 - HURRICANE MILTON

001-0000-000 115000.000 ACCOUNTS RECEIVABLE	23027.16
003-0000-000 115000.000 ACCOUNTS RECEIVABLE	226892.68
004-0000-000 115000.000 ACCOUNTS RECEIVABLE	121.50
007-0000-000 115000.000 ACCOUNTS RECEIVABLE	27176.32
115-0000-000 115000.000 ACCOUNTS RECEIVABLE	265540.05

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
REMITTANCE ADVICE

FLAIR ACCOUNT CODE	OLO	SITE	DOCUMENT NUMBER	OBJECT	DATE	PAYMENT NO
31-202750001-31700100-00-10515000	310000	07	D6000110579	7800	09/12/25	0211881

PAYMENT AMOUNT
$ 542,757.71

AGENCY DOCUMENT NO
V000512

MARION COUNTY SHERIFFS OFFICE
PO BOX 1987
OCALA FL 34478

PLEASE DIRECT QUESTIONS TO: (850) 815-4624, DIVISION OF EMERGENCY MANAGMENT

VENDORS NOW CAN VIEW PAYMENT INFORMATION AT HTTP://FLAIR.DBF.STATE.FL.US

INVOICE NUMBER	AMOUNT
1	$ 542,757.71

RECEIVED
SEP 19 2025
BY FISCAL

DETACH CAREFULLY AND RETAIN FOR YOUR RECORDS BEFORE CASHING OR DEPOSITING THE WARRANT

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND CAPITOL BUILDING MUST APPEAR BELOW TO BE AUTHENTIC

FLAIR ACCOUNT CODE	SWDN	ADN	OBJECT	DATE	WARRANT NO	56-1544 / 441
31-202750001-31700100-00-10515000	D6000110579	V000512	7800	09/12/25	64-0211881-0	

OLO 310000 SITE 07 CONTACT (850) 815-4624 FOR PAYMENT QUESTIONS VOID AFTER 12 MONTHS

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES

4-40-162 365

AMOUNT

FIVE-HUNDRED-FORTY-TWO-THOUSAND-SEVEN-HUNDRED-FIETY-SEVEN & 71/100 DOLLARS

$***542,757.71

DEPOSITED
SEP 23 2025
BY FISCAL

EXPENSE WARRANT

TO: DIVISION OF TREASURY
TALLAHASSEE

PAY TO THE ORDER OF
MARION COUNTY SHERIFFS OFFICE
PO BOX 1987
OCALA FL 34478

BLAISE INGOGLIA, CHIEF FINANCIAL OFFICER

Marion County Sheriff's Office

Post Office Box 1987
Ocala, Florida 34478-1987

INVOICE

DATE
9/23/2025
NUMBER
3414
TOTAL
542,757.71

STATE OF FLORIDA - DEPARTMENT OF
FINANCIAL SERVICES
11655 NW GAINESVILLE ROAD

Payment Due: 10/23/2025

Item	Description	Quantity	Unit Price	U/M	Amount
1	003-PROJECT 005 - HURRICANE MILTON	1.00	226,892.68	None	226,892.68
2	007-PROJECT 005 - HURRICANE MILTON	1.00	27,176.32	None	27,176.32
3	115-PROJECT 005 - HURRICANE MILTON	1.00	265,540.05	None	265,540.05
4	001-PROJECT 005 - HURRICANE MILTON	1.00	23,027.16	None	23,027.16
5	004-PROJECT 005 - HURRICANE MILTON	1.00	121.50	None	121.50

005

Hurricane Milton

Initial Payment: Y
Payment #: 1

DIVISION OF EMERGENCY MANAGEMENT
PA REQUEST FOR PAYMENT

Applicant ID: 083-09582-00

Originating Division: Emergency Management

Make Warrant Payable To: Marion County Sheriff's Office

Mailing Address: PO Box 1987
Ocala, Florida 34478

Z5101

Contract No: Z5101

Warrant Amount: **$542,757.71**

TR: ENC #: LINE #:

For Consultant Contracts

* ORG Level: 31800404000 * EO: DR OBJ Code:

Hand Written Entries:

Final Payment Indicator:

Date Invoice Recvd: Apr 29, 2025

CF: Description:

Date Good/Svcs Recvd: May 1, 2025

Amount:

Date Good/Svcs Insp: May 5, 2025

FEID #: 59-6000739 SAMAS Acct #:

Voucher No: Line No.: Ben Cat:

Ben Obj: Project ID: 4834PA03012

* Grant No: 4834F

FID: 20-2-750001 / 105150 By: Date: Trans Date: 000000

Applicant's Agent: Caitlin Rath Mail Check:

Grant Manager	Supervisor	GAR Approval	Grant Manager	Finance & Accounting
Ashlee Vessels Apr 29, 2025 Signature secured electronically through website authentication.	Enrique Gaston May 1, 2025 Signature secured electronically through website authentication.	Melissa Shirah May 5, 2025 Signature secured electronically through website authentication.	Jenny Pfrimmer May 5, 2025 Signature secured electronically through website authentication.	

Voucher Date:

Warrant No: EFT No:

OR

Warrant Date: EFT Date:

RECEIVED
SEP 19 2025
BY FISCAL

#005
FY 24/25

anization
y Sheriff's Office (083-09582-00)

rofile
Personnel
Applicant Event Profiles
Exploratory Calls
Recovery Scoping Meetings
Impacts
Work Order Requests
Work Orders
Projects
My Post-Award Ops
My Tasks
Appeal Ops
Calendar
Utilities
Intelligence

Scope

1519749 Damage for Project [813539] Hurricane Milton - Cat B

Cost share for this version is 100%. All work and costs in this project version fall between 10/05/2024 and 10/31/2024.

Work Completed

The applicant utilized force account labor, materials and rented equipment in taking the Emergency Protective Measures.

Marion County Sheriff's Office

A. Provided labor expenses for increased security at 10 evacuation shelters throughout Marion County due to the hurricane.

B. Provided Meal expenses for EOC staff to operate emergency protective measures during the hurricane.

C. Provided equipment rentals for debris clearing of roadways due to the hurricane.

D. Provided Emergency Operations Center for Marion County, including operating the EOC and coordination with other agencies, departments, and services

A. Provided Provision of Supplies and Commodities for 10 hurricane evacuation shelters.

1.	Force account OT Labor:	462 Laborers	6,735.90 hours	$516,072.09
2.	Rented Equipment:	134 EA.	2649.20 hours	$3,084.48
3.	Force account Materials:			$6,048.44
4.	Other Costs:			$17,552.70

Work Completed Totals

1.	Force account OT Labor:	462 Laborers	6,735.90 hours	$516,072.09
2.	Rented Equipment:	134 EA.	2649.20 hours	$3,084.48
3.	Force account Materials:			$6,048.44
4.	Other Costs:			$17,552.70
	Work Completed Total:			**$542,757.71**

Project Notes:

1. Scope and cost were developed based on applicant cost summaries and certification included in the Schedule EZ.

$ Cost

Damage #	Line Item #	Code	Quantity	Unit	Total Cost	Section	Version
1519749	1	9007 (Labor)	1	Lump Sum	$516,072.09	Completed	0

Processing

Marion County Sheriff's Office

Post Office Box 1987
Ocala, Florida 34478-1987

COPY

9/03/2025 **RECEIPT #** **55690**

CASH RECEIPT

Received From:	Payment Type	Reference #	Amount Received
FLORIDA SHERIFF'S RISK MANAGEMENT	Check	0141174	17,525.00

Description:

VEH DAMAGE REIMBURSEMENT DAVILA VEH # 40480 CASE # EV2025094809

115-0000-000 208000.000 DUE TO BOCC	17525.00

FL Sheriffs Risk Mgmt Fund
To: Marion County S.O.

RECEIVED
9-3-25 AK

MAR1000

Check Number: 0000141174
Date: 08/28/2025

224

Claimant/Memo	Claim Number	Invoice No./Ref	Loss/Service Dates	Payment Code	Paid Amount
Marion EV2025094809 - B. Schaffer Unit # 4048(	APHD20250101134				2010 - $17,525.00

TOTALS: $17,525.00

WARNING - THIS CHECK IS PROTECTED BY SPECIAL SECURITY FEATURES

FL Sheriffs Risk Mgmt Fund
2750 Chancellorsville Drive
Tallahassee, FL 32312

BB&T
Tallahassee, FL 32317-2090

63-9138/2631

0000141174

DATE
08/28/2025

PAY **Seventeen Thousand Five Hundred Twenty Five Dollars and 00 Cents**

AMOUNT
$17,525.00

VOID AFTER 90 DAYS

TO THE
ORDER OF Marion County Sheriff's Office

P.O. Box 1987
Ocala, FL 34478

SECURITY FEATURES INCLUDE MICROPRINTING • VOID PANTOGRAPH • ENDORSEMENT BACKER • BROWNSTAIN CHEMICAL REACTANT

RECEIVED
9.3.25 SO

FLORIDA SHERIFFS RISK MANAGEMENT FUND

Established 1978

Protecting Those Who Protect Us

Memorandum

Date: August 28, 2025

To: Stacy Hall, Marion County SO

From: Brandy Schaffer BS

Re: Marion County SO-Unit # 40480

The information contained in this communication is confidential and intended solely for the use of the addressee and may be subject to an attorney/client privilege and/or exempt from disclosure under the public records laws. Any unauthorized use, disclosure or copying is prohibited and may be unlawful. If you have received this communication in error, please contact the undersigned immediately.

Our Event #: EV2025094809

Check Amount: $17,525.00

Please see the attached check.

TOTAL LOSS:

Please forward the executed title to our office and prepare the vehicle for salvage pick-up (remove all Sheriff's Office equipment and decals).

Thanks,

Trans# 2508160930
Event Date 8.16.25
Victor Davila #6693 - Dept 2010
Veh: 40480 2020 Ford Int. SUV

J.D. POWER

8/26/2025

J.D. POWER Used Cars/Trucks

Appraisers of Central Florida

407-757-2376
aocf18@outlook.com

Vehicle Information

Vehicle:	2020 Ford Explorer Utility 4D Police AWD 3.3L V6
Region:	Eastern
Period:	August 26, 2025
VIN:	1FM5K8AB4LGD18807
Mileage:	77,314
Weight:	0



J.D. POWER Used Cars/Trucks Values

	Base	Mileage Adj.	Option Adj.	Adjusted Value
Clean Retail	$19,950	N/A	$75	**$20,025**

Selected Options

	Trade-In/Loan	Retail
Rear Parking Sensors	$75	$75

Ded -2500.00

$17,525.00

J.D. Power Used CarGuide assumes no responsibility or liability for any errors or omissions or any revisions or additions made by anyone on this report. ©2021 J.D.Power

ACF
P.O. Box 622492, Orlando, FL 32862
Office: (407) 757-2376
aocf18@outlook.com

TOTAL LOSS

Estimate ID
24667069
Original

Claim Number
EV2025094809

Not An Authorization For repair
All supplement requests should be sent via email to AOCF18@outlook.com, including supporting documents.
No Supplemental repairs are authorized without approval from the Insurance Company.

Owner
Marion County SO
690 NW 30th Ave.
Ocala, FL 34475
(352) 369-6763 (Work)

Appraiser
ACF ..

Classification
Field

Florida Sheriffs Risk Management Fu

Loss Type
Collision

Claim Number
EV2025094809

Adjuster
Brandy Schaffer
(850) 320-6901 (Work)
brandy.schaffer@fsrmf.org

Deductible
2500.00 - Not Waived

Loss Date
08/16/2025

Inspection Site
Marion County SO
690 NW 30th Ave
Ocala, FL 34475
(352) 369-6763 (Work)

Inspection Date
8/26/2025

2020 Ford Police Interceptor Utility Fleet 4 Door Utility 3.3L 6 Cyl Gas Injected Base AWD

Exterior Color
YZ (Oxford White)

License
FL-ZMM93

VIN
1FM5K8AB4LGD18807

Condition
Good

Drivable
No

Odometer
77314

Production Date
09/2020

Mitchell Service Code
912181

Primary Point of Impact
Front (12)

Secondary Point(s) of Impact
Right Front Corner (1), Left Front Side (10), Left Front Corner (11)

Options

Air Conditioning	All Wheel Drive	AM-FM Stereo	Anti-Lock Brake Sys. (ABS)	Auto Air Condition
Automatic Headlights	Auxiliary Input	Bluetooth Wireless Connectivity	Cloth Seat	Cruise Control
Driver Seat With Power Lumbar Support	Driver-Front Air Bag	Dual A/C	Electric Defogger	Electronic Stability Control
First Row Bucket Seat	Left-Curtain Air Bag	MP3 Player	Passenger-Front Air Bag	Power Door Locks
Power Driver Seat	Power Remote Mirror	Power Steering	Power Windows	Privacy Glass
Rear Bench Seat	Rear Gate Wiper	Rear Spoiler	Rearview Camera	Second Row Side Airbag With Head Protection

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Options

Side Airbags	Steering Wheel Mounted Audio Control	Tilt Steering Wheel	Tire Pressure Monitoring System	Traction Control/Electronic
Trailer Hitch	Trip Computer			

Marion County SO | 2020 Ford Police Interceptor Utility Fleet

Parts Profile
ACF Florida

Parts Profile Version
19.0

				LABOR		PART			
Line #		Description	Operation	Type	Total Units	Type	Number	Qty	Total Price	Tax
Front Bumper										
1	AUTO	Frt Bumper Cover Assy	Overhaul	Body	3.8	Existing				
2	201457	Frt Upr Bumper Cover	Remove / Replace	Body	INC	New	LB5Z 17D957 SCPTM	1	$600.06	Yes
3	AUTO	Frt Upr Bumper Cover	Refinish Only	Refinish	2.7 C					
4	201461	L Frt Bumper Reinforcement	Remove / Replace	Body	INC#	New	LB5Z 17C947 B	1	$41.55	Yes
5	201473	L Frt Bumper Side Cover	Remove / Replace	Body	INC#	Aftermarket Certified	FO1038193C	1	$71.00	Yes
6	201487	Frt Lwr Bumper Cover	Remove / Replace	Body	INC#	Aftermarket Certified	FO1015134C	1	$245.00	Yes
7	AUTO	Frt Bumper Cover	Remove / Install	Body	INC					
8	201528	Frt Bumper Reinforcement Bar (Alum)	Remove / Replace	Body	INC#	New	L1MZ 17757 D	1	$716.43	Yes
Front Lamps										
9	202263	L Frt Combination Lamp	Remove / Replace	Body	0.5#	New	MB5Z 13008 BA	1	$1,666.67	Yes
10	AUTO	Headlamps	Check / Adjust	Body	0.4					
Hood										
11	200357	Hood Panel (Alum)	Repair	Body	6.0*	Existing				
12	AUTO	Hood Outside	Refinish Only	Refinish	2.7 C	Existing				
Cooling										
13	201148	Vacuum-Fill & Bleed Cooling System	Remove / Replace	Body	0.6					
14	201040	Cooling Radiator -M	Remove / Replace	Mechanical	0.4#	Aftermarket New	NR13853C	1	$305.60	Yes
15	AUTO	Cooling Unit Assy -M	Remove / Install	Mechanical	1.5#					
16	202304	Cooling Fan Module	Remove / Replace	Body	1.4	Aftermarket New	FO3115232	1	$508.00	Yes
A/C / Heater / Ventilation										
17	202357	A/C Condenser Assy -M	Remove / Replace	Mechanical	0.8#	Aftermarket New	CND30162	1	$229.69	Yes
18	AUTO	Evacuate & Recharge A/C - M	Remove / Replace	Mechanical	1.4					
19	AUTO	Radiator Shutter Assy	Remove / Install	Body	2.0#					
Front Fender										
20	200537	L Fender Panel	Repair	Body	4.0*#	Existing				

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			LABOR			PART				
Line #		Description	Operation	Type	Total Units	Type	Number	Qty	Total Price	Tax
21	AUTO	L Fender Outside	Refinish Only	Refinish	1.6 C	Existing				
22	200543	L Fender Liner	Remove / Replace	Body	INC	Aftermarket Certified	FO1248204C	1	$110.00	Yes
23	202156	L Fender Wheel Opening Mldg	Remove / Replace	Body	0.7#	Aftermarket Certified	FO1290139C	1	$222.00	Yes
Front Inner Structure										
24	200562	Upr Frt Body Reinforcement	Remove / Replace	Body	0.4#	New	LB5Z 8A284 A	1	$116.88	Yes
25	200563	Upr Frt Body Air Deflector	Remove / Replace	Body	INC#	New	LB5Z 8312 B	1	$205.40	Yes
26	200155	Lwr Frt Body Air Deflector	Remove / Replace	Body	INC#	New	LB5Z 8327 A	1	$101.18	Yes
27	202163	Sub-Frame -M	Remove / Replace	Mechanical	11.3	New	NB5Z 5C145 B	1	$917.17	Yes
28	200161	Sub-Frame Cover -M	Remove / Replace	Mechanical	0.5*	New	LB5Z 5F078 B	1	$577.48	Yes
Air Bag System										
29	201114	Disable & Enable Air Bag System -M	Remove / Replace	Mechanical	INC					
30	201115	Air Bag System Diagnosis - M	Remove / Replace	Mechanical	1.5#					
31	201116	Add To Initialize Occupant Detection ECU	Remove / Replace	Mechanical	0.4					
32	200267	Air Bag Driver Knee Module -M	Remove / Replace	Mechanical	0.7	New	LB5Z 78045J77 AA	1	$394.37	Yes
33	200272	R Frt Air Bag Sensor -M	Remove / Replace	Mechanical	0.5#	New	LT1Z 14B004 A	1	$63.20*	Yes
34	AUTO	R Front Combination Lamp	Remove / Install	Body	0.3#					
35	200273	L Frt Air Bag Sensor -M	Remove / Replace	Mechanical	0.3#	New	LT1Z 14B004 A	1	$63.20*	Yes
36	AUTO	L Front Combination Lamp	Remove / Install	Body	INC#					
37	200274	Air Bag Restraint Control Module -M	Remove / Replace	Mechanical	0.5#	New	LB5Z 14B321 A	1	$523.05	Yes
Wheel										
38	200256	Wheel	Remove / Replace	Body	0.3	Remanufactured	STLFP039U45	1	$252.00	Yes
Engine / Trans										
39	200870	Engine & Trans Assy -M	Remove / Install	Mechanical	14.7	Existing				
Engine / Body Under Covers										
40	202552	Underbody Front Air Deflector	Remove / Replace	Body	INC	Aftermarket Certified	FO1228180C	1	$190.00	Yes
Windshield										
41	200116	W/Shield Glass	Remove / Replace	Glass	2.8#	New	LB5Z 7803100 K	1	$466.02	Yes
42	AUTO	R Cowl Top Grille	Remove / Install	Body	0.7#					
43	AUTO	L Cowl Top Grille	Remove / Install	Body	INC#					
44	201648	L W/Shield Pillar Finish Mldg	Remove / Replace	Body	INC	New	LB5Z 7803145 AA	1	$227.57	Yes
Rocker / Pillars / Floor										
45	201169	L Door Opening Panel	Repair	Body	3.0*#	Existing				

			LABOR			PART				
Line #		Description	Operation	Type	Total Units	Type	Number	Qty	Total Price	Tax
46	935000	L Door Opening Panel	Refinish Labor	Refinish	1.0*					
Seat Belts										
47	201290	L Frt Seat Belt	Remove / Replace	Body	0.4#	New	LB5Z 78611B09 AA	1	$389.63	Yes
48	201293	L Frt Seat Belt Height Adjuster	Remove / Replace	Body	0.2#	New	LB5Z 78602B82 A	1	$49.60	Yes
49	201291	L Frt Seat Belt Buckle	Remove / Replace	Body	0.3#	New	KS7Z 5461203 CA	1	$152.70	Yes
50	AUTO	L Frt Seat Assy	Remove / Install	Body	0.4					
Front Door										
51	200626	L Frt Door Outside	Blend	Refinish	1.0 C	Existing				
52	200632	L Frt Rear View Mirror	Remove / Install	Body	0.3#	Existing				
53	200634	L Frt Otr Door Belt Moulding	Remove / Install	Body	0.2#	Existing				
54	200636	L Frt Door Trim Panel	Remove / Install	Body	INC	Existing				
55	200638	L Frt Door Frame Mldg	Remove / Install	Body	0.6#	Existing				
56	200644	L Frt Otr Door Handle	Remove / Install	Body	0.3	Existing				
Roof										
57	202736	L Roof Moulding	Remove / Install	Body	0.4r#	Existing				
Additional Costs & Materials										
58	AUTO	Paint/Materials	Additional Cost						$355.20	Yes
59	936012	Hazardous Waste Disposal	Additional Cost						$3.50*	
60	936003	Coolant	Additional Cost						$22.00*	
61	936000	Freon & Oil	Additional Cost						$39.95*	
Additional Operations										
62	AUTO	Clear Coat	Additional Operation	Refinish	2.1				$0.00	
63	931127	Pre Repair Scan	Additional Operation	Mechanical	0.5*				$0.00	
64	931128	Post Repair Scan	Additional Operation	Mechanical	0.5*				$0.00	
65	933018	Mask For Overspray	Additional Operation	Refinish	0.2*				$10.00*	
66	933005	Restore Corrosion Protection	Additional Operation	Body	0.2*				$10.00*	
67	933006	Frame/Rack Set Up	Additional Operation	Frame	2.0*				$0.00	
68	933035	Unibody Pull	Additional Operation	Frame	2.0*				$0.00	
Body Components										
69	931105	Four Wheel Alignment	Remove / Replace	Mechanical	0.0	New		1	$99.95*	
70	931125	Mount & Balance Tire	Remove / Replace	Body	0.0	New		1	$15.00*	
Special / Manual Entry										

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			LABOR			PART				
Line #		Description	Operation	Type	Total Units	Type	Number	Qty	Total Price	Tax
71	900500	Adhesive Removal	Additional Labor	Body*	0.5*	Existing		0		
72	900500	Push Bar	Remove / Replace	Body*	2.0*	New	ORDER FROM DEALER	1	$428.50*	
73	900501	Additional Cost Per Invoice Only.								
74	900500	Modify Frt Bumper Cover for Push Bar	Additional Labor	Body*	2.0*	Existing		1		
75	900500	Modify Frt Bumper Lower Grille for Push Bar	Additional Labor	Body*	0.5*	Existing		0		
76	900500	Police Siren	Remove / Replace	Body*	0.5*	New	ORDER FROM DEALER	1	$150.00*	
77	900500	Police Decal Each Additional Panel	Remove / Replace	Body*	0.5*	Sublet		1	$35.00*	
78	900500	Police Decal 1st Panel	Remove / Replace	Body*	0.5*	Sublet		1	$35.00*	
Tires										
79	900500	Goodyear Eagle Enforcer All Weather 255/60R18 V	Remove / Replace	Mechanical	0.0	Aftermarket New	732005558	1	$251.81	Yes

* Judgment Item
T Included in Two Tone Calculation
Labor Note Applies
d Discontinued by Manufacturer
C Included in Clear Coat Calculation
A Included in Clear Coat and Two Tone Calculation
r CEG R&R Time Used for this Labor Operation
[ ] Verify the part number and price before ordering

Parts Vendors

KEYSTONE-INS QUALITY PRT
1010 GRAND ST.
ORLANDO FL 32805
(800) 962-2036 (Work)

Line	Part #	Total Price
5	FO1038193C	$71.00
6	FO1015134C	$245.00
16	FO3115232	$508.00
17	CND30162	$229.69
22	FO1248204C	$110.00
23	FO1290139C	$222.00
38	STLFP039U45	$252.00
40	FO1228180C	$190.00

NAPA AUTO PARTS
CALL YOUR LOCAL STORE OR CALL 1-800-LET-NAPA
(800) 538-6272 (Work)

Line	Part #	Total Price
14	NR13853C	$305.60

Disclaimer: This estimate has been prepared based on the use of crash parts supplied by a source other than the manufacturer of your motor vehicle. The aftermarket crash parts used in the preparation of this estimate are warranted by the manufacturer or distributor of such parts, rather than the manufacturer of your vehicle.

Estimate Totals

Labor	Units	Rate	Sublet	Add'l Amount	Totals
Body Labor	33.9	$50.00		$10.00	$1,705.00

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Estimate Totals

Refinish Labor	11.3	$50.00	$10.00		$575.00
Glass Labor	2.8	$50.00			$140.00
Frame Labor	4.0	$50.00			$200.00
Mechanical Labor	35.5	$85.00			$3,017.50
Total Labor	87.5				$5,637.50
				Taxable	$5,637.50
				Tax 0.0000%	$0.00
				Non-Taxable	$0.00
				Pre-Tax Discount 0.00%	$0.00
				Labor Total	$5,637.50

Parts	Amount		
Taxable Parts	$9,657.26		$9,657.26
		Parts Adjustments	$0.00
		Tax 0.0000%	$0.00
		Non-Taxable	$763.45
		Pre-Tax Discount 0.00%	$0.00
		Parts Total	$10,420.71

Costs	Amount		
Paint Materials	$355.20		$355.20
Shop Materials	$0.00		$0.00
Other Additional Costs	$65.45		$65.45
		Taxable	$355.20
		Tax 0.0000%	$0.00
		Non-Taxable	$65.45
		Pre-Tax Discount 0.00%	$0.00
		Costs Total	$420.65

Paint Materials:
- Refinish Units: 11.1 units
- Rate: $32.00
- Rate Max: 99.9 units
- Additional Rate: $0.00

Gross Totals	Amount		
Gross Total	$16,478.86		$16,478.86
		Taxable	$15,649.96
		Tax	$0.00
		Non-Taxable	$828.90
		Pre-Tax Discount 0.00%	$0.00
		Gross Total	$16,478.86

Adjustments	Amount		
Deductible	-$2,500.00		-$2,500.00
Total Customer Responsibility			-$2,500.00

Net Estimate Total $13,978.86

**********Notice**********

This appraisal is subject to the complete review and approval by the assigning insurance company to assure accuracy, cost effectiveness, and that accepted industry repair standards are met. The insurance

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company listed has the right to accept or reject any part or all of this appraisal or make any changes they feel necessary. "Failure to use the insurance proceeds in accordance with the securityagreement, if any, could be a violation of 812.014, Florida Statutes. If you have any questions, contact your lending institution." "Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree." "This paragraph shall not apply to reinsurance contracts, reinsurance agreements, or reinsurance claims transactions.

Disclaimer: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

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Marion County Sheriff's Office

Post Office Box 1987
Ocala, Florida 34478-1987

10/10/2025 **RECEIPT #** **55961**

CASH RECEIPT

Received From:	Payment Type	Reference #	Amount Received
THE HARTFORD NORTHEAST AUTO CENTER	Check	117129978 8	570.00

Description:

VEH DAMAGE REIMBURSEMENT SUTLIFF VEH # 40228 CASE # 2506250330

115-0000-000 208000.000 DUE TO BOCC 570.00

THE HARTFORD

Northeast Auto Center
P.O. Box 14268
Lexington, KY 40512-4268

56-1544
441

Check Number: 117129978 8

Issue Date: 10/02/2025

$****570.00

JPMorgan Chase Bank, N.A.
Columbus, OH 43085

DEPOSITED

OCT 10 2025

BY FISCAL

FIVE HUNDRED SEVENTY DOLLARS AND 00/100

PAY TO THE ORDER OF Marion County Sheriff
692 NW 30th Ave
Ocala, FL 34475

The Hartford

Authorized Signature

⑈117129978⑈ ⑆044115443⑆ 6490354 58⑈

RECEIVED
10/10/25

THE HARTFORD

Northeast Auto Center
P.O. Box 14268
Lexington KY 40512-4268
800/280-0555

MB 01 000644 46751 H 3 B

MARION COUNTY SHERIFF
Po Box 1987
Ocala FL 34478-1987

Attention: This remittance incorporates 1 claim payments

Total Check Amount: $570.00
Check Number: 117129978 8

Special Handling ID: 99
Payment 1 of 1

Explanation of Benefits

Invoice Number	Claim Number/ Date of loss	Insured Name/ Claimant Name	Amount Paid
	Y3YAP 63096 06/25/2025	ROBIN VANLUE MARION COUNTY SHERIFF	$570.00

Nature of Payment: Coverage - Property Damage Liability Payment Reason - Damage (Auto)

Additional Comments:

Service Dates

Paid on behalf of: Hartford Underwriters Insurance Company
Claim Handler: LIDIA PRASAD 800/280-0555
Claim Center: Northeast Auto Center
P.O. Box 14268
Lexington, KY 40512-4268

Please contact the claim handler listed above if you have any questions on this particular claim.

Issue Date	10/02/2025	Check Number	117129978 8	Total Check Amount	$570.00

Please keep the above information for your records.

FOLD AT DOTTED LINE AND DETACH

129233817

RECEIVED
10/10/25

Trans# 2506250330
Nicholas Sutliff #5885-Dept 20
Veh 40228 2020 Ford INT SU

THE HARTFORD

Northeast Auto Center
P.O. Box 14268
Lexington KY 40512-4268
800/280-0555

MB 01 000644 46751 H 3 B

MARION COUNTY SHERIFF
Po Box 1987
Ocala FL 34478-1987

Attention: This remittance incorporates 1 claim payments

Total Check Amount: $570.00
Check Number: 117129978 8

Special Handling ID: 99
Payment 1 of 1

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Service Dates

Additional Comments:

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Claim Handler: LIDIA PRASAD 800/280-0555
Claim Center: Northeast Auto Center
P.O. Box 14268
Lexington, KY 40512-4268

Please contact the claim handler listed above if you have any questions on this particular claim.

Issue Date	10/02/2025	Check Number	117129978 8	Total Check Amount	$570.00

Please keep the above information for your records.

12923381

FOLD AT DOTTED LINE AND DETACH

THE HARTFORD

Northeast Auto Center
P.O. Box 14268
Lexington, KY 40512-4268

56-1544
441

Check Number: 117129978 8

Issue Date: 10/02/2025

$**570.00**

JPMorgan Chase Bank, N.A.
Columbus, OH 43085

FIVE HUNDRED SEVENTY DOLLARS AND 00/100

PAY TO THE ORDER OF Marion County Sheriff
692 NW 30th Ave
Ocala, FL 34475

The Hartford
Authorized Signature

⑈117129978⑈ ⑆044115443⑆ 6490354588⑈

Marion County Sheriff's Office
Post Office Box 1987
Ocala, Florida 34478-1987

PURCHASE
REQUISITION NO. 80152

Requesting Office:
FLEET SERVICES

Requested By:
Jamie Nelson

Vendor:
RALPH DHANRAJ
DBA EFFICIENT AUTO BODY INC
10857 SW 91ST AVE
OCALA, FL 34481

Reason for Request:
REPAIRS TO VEH 40228 DEPT 2020 INV 932940
ACC TR # 2506250330

Date of Requisition	Date Needed	Purchase Order #	Requisition Total
7/09/2025	7/09/2025		$570.00

Item #	Qty	U/M	Description	Unit Price	Amount
1	2.50	EACH	BODY LABOR	60.000	150.00
2	4.00	EACH	PAINT LABOR	60.000	240.00
3	4.00	EACH	PAINT SUPPLIES	45.000	180.00
			Account Codes / **Distribution Amounts**: 000-0000-000 000000.000 — 570.00	**Total Requested**	**$570.00**

APPROVALS	

EFFICIENT AUTO BODY INC.
10857 SW 91 AVENUE
Ocala, FL 34481

Fax: # 352-624-0091

Invoice

Date	Invoice #
07-01-2025	932940

Bill To
Marion County Sheriff's Office 692 NW 30th Ave Ocala, FL 34475

Email	P.O. No.	Terms
Efficientabinc3@aol.com		

Quantity	Description	Rate	Amount
1	VIN # 1FM5K8AB1LGA64151		
2	VEH # 40228		
3	Parts		
4	Body Labor	$60.00	$0.00
5	Paint Labor	$60.00	$150.00
6	Paint Supplies	$45.00	$240.00
			$180.00

Accident Transaction #
250625035O

I HAVE COMPARED THE GOODS RECEIVED TO THE DOCUMENT AND NOTE THE FOLLOWING TO BE ACCEPTABLE

DESCRIPTION Accident

QUANTITY 1 CONDITION good
DATE 7-8-25 SIGNATURE

573

D 2020
W 95867
V 40228

Subtotal	$570.00
Sales Tax(7.0%)	
Total Cost Rep	$570.00
Deductible	
Net Cost of Rep	$570.00
BALANCE DUE	$570.00

EFFICIENT AUTO BODY

10857 S W 91ST AVE, OCALA, FL 34481
Phone: (352) 624-0037

Workfile ID: 9df09017
Federal ID: 205482966

Preliminary Estimate

Customer: MARION COUNTY, SHERIFF`S OFFICE VEH # 40228

Job Number:

Insured:	MARION COUNTY, SHERIFF`S OFFICE VEH # 40228	Policy #:	Claim #:
Type of Loss:		Date of Loss:	Days to Repair: 0
Point of Impact:			

Owner:
MARION COUNTY, SHERIFF`S OFFICE VEH # 40228
(352) 732-8181 Business

Inspection Location:
EFFICIENT AUTO BODY
10857 S W 91ST AVE
OCALA, FL 34481
Repair Facility
(352) 624-0037 Business

Insurance Company:

VEHICLE

2020 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel

VIN:	1FM5K8AB1LGA64151	Interior Color:	Mileage In:	Vehicle Out:
License:		Exterior Color:	Mileage Out:	
State:		Production Date:	Condition:	Job #:

TRANSMISSION
Automatic Transmission
4 Wheel Drive
POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Power Driver Seat
DECOR
Dual Mirrors
Privacy Glass
Overhead Console
CONVENIENCE
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Climate Control
Backup Camera
RADIO
AM Radio
FM Radio
Stereo
Search/Seek
Auxiliary Audio Connection
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device
Xenon or L.E.D. Headlamps
SEATS
Cloth Seats
Bucket Seats
Reclining/Lounge Seats
WHEELS
Styled Steel Wheels
PAINT
Clear Coat Paint
OTHER
Rear Spoiler
California Emissions
TRUCK
Trailer Hitch
Trailering Package

Preliminary Estimate

Customer: MARION COUNTY, SHERIFF`S OFFICE VEH # 40228

Job Number:

2020 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel

Line		Oper	Description	Part Number	Qty	Extended Price $	Labor	Paint
1	**REAR BUMPER**							
2	*	Rpr	Upper cover				2.5	2.5
3	*		Add for Clear Coat					1.5
4	#		VEH # 40228		1			
				SUBTOTALS		**0.00**	**2.5**	**4.0**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				0.00
Body Labor	2.5 hrs	@	$ 60.00 /hr	150.00
Paint Labor	4.0 hrs	@	$ 60.00 /hr	240.00
Paint Supplies	4.0 hrs	@	$ 45.00 /hr	180.00
Subtotal				570.00
Grand Total				**570.00**

IN BUSINESS SINCE '06
STATE LICENSE # MV61573

THANK YOU FOR LETTING US SERVE YOU

PRICES ARE SUBJECT TO CHANGE AFTER 3 MONTHS

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE(FLORIDA STATUTES TITLE XLVI, CHAPTER 817.234). FAILURE TO USE THE INSURANCE PROCEEDS IN ACCORDANCE WITH THE SECURITY AGREEMENT,IF ANY, COULD BE A VIOLATION OF S. 812.014, FLORIDA STATUTES. IF YOU HAVE ANY QUESTIONS, CONTACT YOUR LENDING INSTITUTION. IF A CHARGE FOR SHOP SUPPLIES OR HAZARDOUS OR OTHER WASTE REMOVAL IS INCLUDED ON THIS ESTIMATE, PLEASE NOTE THE FOLLOWING: "THIS CHARGE REPRESENTS COSTS AND PROFITS TO THE MOTOR VEHICLE REPAIR FACILITY FOR MISCELLANEOUS SHOP SUPPLIES OR WASTE DISPOSAL." IF A CHARGE FOR NEW TIRES OR A NEW OR REMANUFACTURED LEAD-ACID BATTERY IS INCLUDED ON THIS ESTIMATE, PLEASE NOTE THE FOLLOWING: A $1.00 FEE FOR EACH NEW MOTOR VEHICLE TIRE SOLD AT RETAIL IS IMPOSED ON ANY PERSON ENGAGING IN THE BUSINESS OF MAKING RETAIL SALES OF NEW MOTOR VEHICLE TIRES WITHIN THE STATE OF FLORIDA. FLORIDA STATUTES TITLE XXIX CHAPTER 403.718. A $1.50 FEE FOR EACH NEW OR REMANUFACTURED LEAD-ACID BATTERY SOLD AT RETAIL IS IMPOSED ON ANY PERSON ENGAGING IN THE BUSINESS OF MAKING RETAIL SALES OF NEW OR REMANUFACTURED LEAD-ACID BATTERIES WITHIN THE STATE OF FLORIDA. FLORIDA STATUTES TITLE XXIX 403.7185.

Marion County Sheriff's Office

Post Office Box 1987
Ocala, Florida 34478-1987

10/10/2025 **RECEIPT #** **55963**

CASH RECEIPT

Received From:	Payment Type	Reference #	Amount Received
FLORIDA SHERIFF'S RISK MANAGEMENT	Check	0141958	3,355.00

Description:

VEH DAMAGE REIMBURSEMENT HARPER VEH # 33603 CASE # 2508181079

115-0000-000 208000.000 DUE TO BOCC	3355.00

WARNING - THIS CHECK IS PROTECTED BY SPECIAL SECURITY FEATURES

FL Sheriffs Risk Mgmt Fund
2750 Chancellorsville Drive
Tallahassee, FL 32312

Truist
Tallahassee, FL 32317-2090

63-9138/2631

DEPOSITED
OCT 10 2025
BY FISCAL

0000141958

DATE
10/07/2025

PAY **Three Thousand Three Hundred Fifty Five Dollars and 00 Cents**

AMOUNT
$3,355.00

VOID AFTER 90 DAYS

TO THE
ORDER OF Marion County Sheriff's Office

P.O. Box 1987
Ocala, FL 34478

SECURITY FEATURES INCLUDE MICROPRINTING • VOID PANTOGRAPH • ENDORSEMENT BACKER • BROWNSTAIN CHEMICAL REACTANT

⑈0000141958⑈ ⑆263191387⑆0000244455123⑈

FL Sheriffs Risk Mgmt Fund

To: Marion County S.O.

RECEIVED 10/10/25

MAR1000

Check Number: 0000141958

Date: 10/07/2025

Claimant/Memo	Claim Number	Invoice No./Ref	Loss/Service Dates	Payment Code	Paid Am
Marion EV2025094898 - B. Schaffer Unit # 3195(	APHD20250101232				2010 - $3,35

TOTALS: $3,355.00

FLORIDA SHERIFFS RISK MANAGEMENT FUND
Established 1978 Protecting Those Who Protect Us℠

RECEIVED 10/10/25

Memorandum

Date: October 7, 2025

To: Stacy Hall, Marion County SO

From: Brandy Schaffer BS

Re: Marion County SO-Unit # 31950

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Our Event #: EV2025094898

Check Amount: $3,355.00

Please see the attached check.

TOTAL LOSS:

Please forward the executed title to our office and prepare the vehicle for salvage pick-up (remove all Sheriff's Office equipment and decals).

Thanks,

Trans # 2508181079
Event Date 8.18.25
Susan Harper #6850
Dept-2010
Veh - 33603 2017 Ford Int SUV

J.D. POWER

9/2/2025

J.D. POWER Used Cars/Trucks

Appraisers of Central Florida

407-757-2376
aocf18@outlook.com

Vehicle Information

Vehicle:	**2015 Ford Explorer Utility 4D Police AWD 3.7L V6**
Region:	**Eastern**
Period:	**September 2, 2025**
VIN:	**1FM5K8ARXFGB41018**
Mileage:	**186,692**
Weight:	**0**



J.D. POWER Used Cars/Trucks Values

	Base	Mileage Adj.	Option Adj.	Adjusted Value
Clean Retail	$7,475	-$1,670	$50	**$5,855**

Selected Options

	Trade-In/Loan	Retail
Rear Parking Sensors	$50	$50

Ded. -2500.00

$ 3,355.00

J.D. Power Used CarGuide assumes no responsibility or liability for any errors or omissions or any revisions or additions made by anyone on this report. ©2021 J.D.Power

ACF
P.O. Box 622492, Orlando, FL 32862
Office: (407) 757-2376
aocf18@outlook.com

TOTAL LOSS

Estimate ID
24737799
Original

Claim Number
EV2025094898

Not An Authorization For repair
All supplement requests should be sent via email to AOCF18@outlook.com, including supporting documents. No Supplemental repairs are authorized without approval from the Insurance Company.

Owner
Marion County SO
690 NW 30th Ave.
Ocala, FL 34475
(352) 369-6763 (Work)

Appraiser
ACF ..

Classification
Field

Florida Sheriffs Risk Management Fu

Loss Type	Claim Number	Adjuster	Deductible
Collision	EV2025094898	Brandy Schaffer (850) 320-6901 (Work) brandy.schaffer@fsrmf.org	2500.00 - Not Waived

Loss Date	Inspection Site	Inspection Date
08/18/2025	Marion County SO 690 NW 30th Ave Ocala, FL 34475 (352) 369-6763 (Work)	9/2/2025

2015 Ford Explorer Police Fleet 4 Door Utility 3.7L 6 Cyl Gas Injected Base AWD

Exterior Color	License	VIN	Condition
YZ (Oxford White)	FL-43965	1FM5K8ARXFGB41018	Good

Drivable	Odometer	Production Date	Mitchell Service Code
No	186692	11/2014	911510

Primary Point of Impact	Secondary Point(s) of Impact
Front (12)	Right Front Corner (1), Left Front Corner (11)

Options

4WD or AWD	Air Conditioning	All Wheel Drive	AM-FM Stereo	Anti-Lock Brake Sys. (ABS)
CD Player	Cloth Seat	Cruise Control	Driver Seat With Power Lumbar Support	Driver-Front Air Bag
Electric Defogger	Electronic Stability Control	First Row Bucket Seat	Left-Curtain Air Bag	MP3 Player
Passenger-Front Air Bag	Power Door Locks	Power Driver Seat	Power Remote Mirror	Power Steering
Power Windows	Power-Adjustable Pedals	Privacy Glass	Rear Bench Seat	Rear Gate Wiper
Rear Spoiler	Second Row Side Airbag With Head Protection	Side Airbags	Steering Wheel Mounted Audio Control	Tilt Steering Wheel

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Options

Tire Pressure Monitoring System | Traction Control/Electronic | Trip Computer

Marion County SO | 2015 Ford Explorer Police Fleet

Parts Profile
ACF Florida

Parts Profile Version
19.0

			LABOR			PART				
Line #		Description	Operation	Type	Total Units	Type	Number	Qty	Total Price	Tax
Front Bumper										
1	AUTO	Frt Bumper Cover Assy	Overhaul	Body	3.0#	Existing				
2	101319	Frt Upr Bumper Cover	Remove / Replace	Body	INC#	Aftermarket Certified	FO1014109PP	1	$457.00	Yes
3	AUTO	Frt Upr Bumper Cover	Refinish Only	Refinish	2.6 C					
4	101330	Frt Lwr Bumper Cover	Remove / Replace	Body	INC	Aftermarket Certified	FO1015113PP	1	$250.00	Yes
5	101335	Frt Bumper Valance Panel	Remove / Replace	Body	INC#	New	DB5Z 17626 BA	1	$332.37	Yes
Front Lamps										
6	100004	Headlamps	Check / Adjust	Body	0.4	Existing				
7	101345	R Frt Combination Lamp Assembly	Remove / Replace	Body	INC#	Qual Recycled Part		1	$850.00*	Yes
8	101346	L Frt Combination Lamp Assembly	Remove / Replace	Body	INC#	Qual Recycled Part		1	$850.00*	Yes
9	AUTO	Frt Bumper Cover	Remove / Install	Body	INC#					
Front Fender										
10	101214	R Fender Panel	Remove / Replace	Body	1.6#	Aftermarket Certified	FO1241291PP	1	$354.00	Yes
11	AUTO	R Fender Outside	Refinish Only	Refinish	2.0 C					
12	AUTO	R Add To Edge Fender	Refinish Only	Refinish	0.5 C					
13	AUTO	Cowl Top Grille	Remove / Install	Body	0.6#					
14	101215	L Fender Panel	Remove / Replace	Body	1.6#	Aftermarket Certified	FO1240291PP	1	$410.00	Yes
15	AUTO	L Fender Outside	Refinish Only	Refinish	1.8 C					
16	AUTO	L Add To Edge Fender	Refinish Only	Refinish	0.5 C					
17	101226	R Fender Liner	Remove / Replace	Body	INC	Aftermarket Certified	FO1249149C	1	$38.00	Yes
18	101229	L Fender Liner	Remove / Replace	Body	INC	Aftermarket Certified	FO1248149C	1	$41.00	Yes
19	101227	R Fender Wheel Opening Mldg	Remove / Replace	Body	INC#	Aftermarket Certified	FO1291126C	1	$86.00	Yes
20	101228	L Fender Wheel Opening Mldg	Remove / Replace	Body	INC#	Aftermarket Certified	FO1290126C	1	$61.00	Yes
Front Door										
21	100611	R Frt Door Outside	Blend	Refinish	1.0 C	Existing				
22	100612	L Frt Door Outside	Blend	Refinish	1.0 C	Existing				

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Line #		Description	Operation	LABOR Type	Total Units	PART Type	Number	Qty	Total Price	Tax
23	100783	R Frt Otr Door Belt Moulding	Remove / Install	Body	0.5#	Existing				
24	100784	L Frt Otr Door Belt Moulding	Remove / Install	Body	0.5#	Existing				
25	100785	R Frt Rear View Mirror	Remove / Install	Body	INC	Existing				
26	100786	L Frt Rear View Mirror	Remove / Install	Body	INC	Existing				
27	100898	R Frt Door Trim Panel	Remove / Install	Body	0.4	Existing				
28	100899	L Frt Door Trim Panel	Remove / Install	Body	0.4	Existing				
29	100723	R Frt Otr Door Handle	Remove / Install	Body	0.3	Existing				
30	100724	L Frt Otr Door Handle	Remove / Install	Body	0.3	Existing				
Additional Costs & Materials										
31	AUTO	Paint/Materials	Additional Cost						$377.60	Yes
32	936012	Hazardous Waste Disposal	Additional Cost						$3.50*	
Additional Operations										
33	AUTO	Clear Coat	Additional Operation	Refinish	2.4				$0.00	
34	931128	Post Repair Scan	Additional Operation	Mechanical	0.5*				$0.00	
35	931127	Pre Repair Scan	Additional Operation	Mechanical	0.5*				$0.00	
36	933018	Mask For Overspray	Additional Operation	Refinish	0.2*				$10.00*	
37	933005	Restore Corrosion Protection	Additional Operation	Body	0.2*				$10.00*	
Special / Manual Entry										
38	900500	Push Bar	Remove / Replace	Body*	2.0*	New	ORDER FROM DEALER	1	$428.50*	
39	900501	Additional Cost Per Invoice Only.								
40	900500	Modify Frt Bumper Cover for Push Bar	Additional Labor	Body*	2.0*	Existing		1		
41	900500	Modify Frt Bumper Lower Grille for Push Bar	Additional Labor	Body*	0.5*	Existing		0		

* Judgment Item
T Included in Two Tone Calculation
Labor Note Applies
d Discontinued by Manufacturer
C Included in Clear Coat Calculation
A Included in Clear Coat and Two Tone Calculation
r CEG R&R Time Used for this Labor Operation
[ ] Verify the part number and price before ordering

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Parts Vendors

KEYSTONE-INS QUALITY PRT
1010 GRAND ST.
ORLANDO FL 32805
(800) 962-2036 (Work)

Line	Part #	Total Price
2	FO1014109PP	$457.00
4	FO1015113PP	$250.00
10	FO1241291PP	$354.00
14	FO1240291PP	$410.00
17	FO1249149C	$38.00
18	FO1248149C	$41.00
19	FO1291126C	$86.00
20	FO1290126C	$61.00

Disclaimer: This estimate has been prepared based on the use of crash parts supplied by a source other than the manufacturer of your motor vehicle. The aftermarket crash parts used in the preparation of this estimate are warranted by the manufacturer or distributor of such parts, rather than the manufacturer of your vehicle.

Disclaimer: Recycled part pricing may represent either actual pricing (the price at which the recycler is willing to sell the part for in its existing condition) or undamaged pricing (the price at which the recycler would sell the part if it was in undamaged condition). If you are unsure, please contact the automotive recycler.

Estimate Totals

Labor	Units	Rate	Sublet	Add'l Amount		Totals
Body Labor	14.3	$50.00		$10.00		$725.00
Refinish Labor	12.0	$50.00		$10.00		$610.00
Mechanical Labor	1.0	$85.00				$85.00
Total Labor	27.3					$1,420.00
					Taxable	$1,420.00
					Tax 0.0000%	$0.00
					Non-Taxable	$0.00
					Pre-Tax Discount 0.00%	$0.00
					Labor Total	$1,420.00

Parts	Amount		
Taxable Parts	$3,729.37		$3,729.37
		Parts Adjustments	$340.00
		Tax 0.0000%	$0.00
		Non-Taxable	$428.50
		Pre-Tax Discount 0.00%	$0.00
		Parts Total	$4,497.87

Costs	Amount

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Estimate Totals

Paint Materials	$377.60	$377.60
Shop Materials	$0.00	$0.00
Other Additional Costs	$3.50	$3.50

Paint Materials:
- Refinish Units: 11.8 units
- Rate: $32.00
- Rate Max: 99.9 units
- Additional Rate: $0.00

Taxable	$377.60
Tax 0.0000%	$0.00
Non-Taxable	$3.50
Pre-Tax Discount 0.00%	$0.00
Costs Total	$381.10

Gross Totals	Amount	
Gross Total	$6,298.97	$6,298.97
Taxable		$5,866.97
Tax		$0.00
Non-Taxable		$432.00
Pre-Tax Discount 0.00%		$0.00
Gross Total		$6,298.97

Adjustments	Amount	
Deductible	-$2,500.00	-$2,500.00
Total Customer Responsibility		-$2,500.00

Net Estimate Total $3,798.97

**********Notice**********

This appraisal is subject to the complete review and approval by the assigning insurance company to assure accuracy, cost effectiveness, and that accepted industry repair standards are met. The insurance company listed has the right to accept or reject any part or all of this appraisal or make any changes they feel necessary.

"Failure to use the insurance proceeds in accordance with the securityagreement, if any, could be a violation of 812.014, Florida Statutes. If you have any questions, contact your lending institution." "Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree." "This

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paragraph shall not apply to reinsurance contracts, reinsurance

agreements, or reinsurance claims transactions.

Disclaimer: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

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Marion County Sheriff's Office

Post Office Box 1987
Ocala, Florida 34478-1987

COPY

10/14/2025 **RECEIPT #** **55991**

CASH RECEIPT

Received From:	Payment Type	Reference #	Amount Received
FLORIDA SHERIFF'S RISK MANAGEMENT	Check	0142018	50,339.31

Description:

VEH DAMAGE REIMBURSEMENT LOCKHART VEH # 53540 CASE #EV2025094790 / LEE VEH # 56129 CASE #3V2025095087 / PETERSON VEH # 56983 CASE #EV2025094520 / ESQUIVEL VEH # 40531 CASE #EV2025094520

115-0000-000 208000.000 DUE TO BOCC 50339.31

FL Sheriffs Risk Mgmt Fund

To: Marion County S.O. MAR1000

Check Number: 0000142018

Date: 10/09/2025

Claimant/Memo	Claim Number	Invoice No./Ref	Loss/Service Dates	Payment Code	Paid Amount
Marion EV2025094790 - B. Pompey Unit #53540	APHD20250101119				2010 - $36,050.00
Marion EV2025094520 - B. Pompey Unit #56983	APHD20250100799				2020 - $8,768.30
Marion EV2025094520 - B. Pompey Unit #40531	APHD20250100801				2020 - $2,876.12
Marion EV2025095087 - B. Pompey Unit #56129	APHD20250101447				2010 - $2,644.89

TOTALS: $50,339.31

WARNING - THIS CHECK IS PROTECTED BY SPECIAL SECURITY FEATURES

FL Sheriffs Risk Mgmt Fund
2750 Chancellorsville Drive
Tallahassee, FL 32312

Truist
Tallahassee, FL 32317-2090

63-9138/2631

0000142018

DATE
10/09/2025

PAY **Fifty Thousand Three Hundred Thirty Nine Dollars and 31 Cents**

AMOUNT
$50,339.31

VOID AFTER 90 DAY:

TO THE
ORDER OF Marion County Sheriff's Office

P.O. Box 1987
Ocala, FL 34478

SECURITY FEATURES INCLUDE MICROPRINTING • VOID PANTOGRAPH • ENDORSEMENT BACKER • BROWNSTAIN CHEMICAL REACTANT

RECEIVED
10/14/25 SH

FLORIDA SHERIFFS RISK MANAGEMENT FUND

Established 1978 *Protecting Those Who Protect Us*

Memorandum

Date: **10/9/2025**

To: **Stacy Hall, Marion County Sheriff's Office**

From: **Brittany Pompey**

Re: **Marion County SO – Unit # 53540**

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Our Event #: EV2025094790

Check Amount: $36,050.00

Please see the attached check.

Trans #2507280823
Event Date 7.28.25
Sgt J. Lockhart #5333
Dept 2010
Veh: 53540 Ford F-150 Responder

Mail To:

Marion County Sheriff's Office
Attn: Stacy Hall
P.O. Box 1987
Ocala, FL 34478

J.D. POWER

8/26/2025

J.D. POWER Used Cars/Trucks

Appraisers of Central Florida

407-757-2376
aocf18@outlook.com

Vehicle Information



Vehicle:	**2023 Ford F-150 Crew Cab Police 4WD 3.5L V6 Turbo**
Region:	**Eastern**
Period:	**August 26, 2025**
VIN:	**1FTFW1P86PKD10064**
Mileage:	**61,000**
Weight:	**5,016**

J.D. POWER Used Cars/Trucks Values

	Base	Mileage Adj.	Option Adj.	Adjusted Value
Clean Retail	$40,750	-$2,200	N/A	**$38,550**

Selected Options

	Trade-In/Loan	Retail
Collision Avoidance System	w/body	w/body
3.5L V6 EcoBoost Engine	w/body	w/body
Aluminum/Alloy Wheels	w/body	w/body
Power Adjustable Mirrors	w/body	w/body
Power Driver's Seat	w/body	w/body
FX4 Off-Road Pkg.	w/body	w/body
Locking/Limited Slip Differential	w/body	w/body

Ded -2500.00

$36,050.00

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ACF
P.O. Box 622492, Orlando, FL 32862
Office: (407) 757-2376
aocf18@outlook.com

Estimate ID
24669442
S1

Claim Number
EV2025094790

Not An Authorization For repair
All supplement requests should be sent via email to AOCF18@outlook.com, including supporting documents.
No Supplemental repairs are authorized without approval from the Insurance Company.

Owner
Marion County SO
690 NW 30th Ave.
Ocala, FL 34475
(352) 369-6763 (Work)

Appraiser
ACF ..

Classification
Field

Supplemented By
Cannon Hamlin

Classification
Field

Florida Sheriffs Risk Management Fu

Loss Type
Collision

Claim Number
EV2025094790

Adjuster
Brandy Schaffer
(850) 320-6901 (Work)
brandy.schaffer@fsrmf.org

Deductible
2500.00 - Not Waived

Loss Date
07/28/2025

Inspection Site
Marion County SO
690 NW 30th Ave
Ocala, FL 34475
(352) 369-6763 (Work)

Inspection Date
8/26/2025

Repair Facility
Crash Champions
4380 NE 36th Ave
Ocala, FL 34479
(352) 732-7079 (Work)
tracy.oguinn@crashchampions.com

2023 Ford F-150 Police Responder Fleet 4 Door Crew Cab 145" WB 6 Foot Bed 3.5L 6 Cyl Gas Injected Turbocharged Base 4WD

Exterior Color
M7 (Carbonized Gray)

License
FL-GRI517

VIN
1FTFW1P86PKD10064

Condition
Good

Drivable
No

Odometer
61000

Production Date
11/2022

Mitchell Service Code
912329

Primary Point of Impact
Front (12)

Secondary Point(s) of Impact
Right Front Corner (1), Right Front Side (2), Left Front Corner (11)

Options

4WD or AWD

Marion County SO | 2023 Ford F-150 Police Responder Fleet

Parts Profile
ACF Florida

Parts Profile Version
19.0

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					LABOR		PART			
Line #		Description	Operation	Type	Total Units	Type	Number	Qty	Total Price	Tax
Front Bumper										
	1 AUTO	Frt Bumper Assy	Overhaul	Body	2.5#	Existing				
	2 206091	Frt Upr Bumper Cover	Remove / Replace	Body	INC#	New	ML3Z 17D957 CAPTM	1	$557.67	Yes
	3 AUTO	Frt Upr Bumper Cover	Refinish Only	Refinish	1.3 C					
	4 202113	R Frt Bumper Cover Reinforcement	Remove / Replace	Body	INC#	New	ML3Z 17C947 D	1	$27.17	Yes
	5 202119	R Frt Bumper Air Duct	Remove / Replace	Body	0.2#	New	ML3Z 17F804 B	1	$57.12	Yes
	6 AUTO	Frt Upr Bumper Assy	Remove / Install	Body	INC#					
	7 200010	Frt Bumper Face Bar	Remove / Replace	Body	INC#	New	ML3Z 17757 BPTM	1	$832.55	Yes
	8 AUTO	Grille Assy	Remove / Install	Body	INC#					
	9 202175	R Frt Bumper Valance Panel	Remove / Replace	Body	INC	New	ML3Z 17626 M	1	$31.92	Yes
	10 202179	L Frt Bumper Valance Panel	Remove / Replace	Body	INC	New	ML3Z 17626 C	1	$29.88	Yes
	11 202096	Frt Ctr Bumper Valance Panel	Remove / Replace	Body	INC	New	ML3Z 17626 L	1	$83.17	Yes
	12 208316	R Frt Bumper Cover Bar	Remove / Replace	Body	INC	New	ML3Z 17E810 AA	1	$36.97	Yes
	13 208499	L Frt Bumper Cover Bar	Remove / Replace	Body	INC	New	ML3Z 17E811 AA	1	$38.80	Yes
S1	14 202103	Frt Ctr Bumper Cover	Remove / Replace	Body	INC	New	ML3Z 17B968 BB	1	$77.82	Yes
	15 202107	R Frt Bumper Seal	Remove / Replace	Body	INC	New	ML3Z 17H784 AA	1	$41.90	Yes
	16 210361	Frt Bumper Protector	Remove / Replace	Body	INC#	New	RL3Z 8419 A	1	$140.38	Yes
	17 AUTO	Frt Bumper Assy	Remove / Install	Body	INC#					
S1	18 202138	R Frt Bumper Fog Lamp Opening Cover	Remove / Replace	Body	INC	New	ML3Z 17C754 AB	1	$76.42	Yes
	19 202149	R Frt Lwr Bumper Bracket	Remove / Replace	Body	INC	New	ML3Z 17754 A	1	$24.97	Yes
	20 202155	R Frt Bumper Side Bracket	Remove / Replace	Body	INC	New	ML3Z 17C886 A	1	$41.52	Yes
	21 202159	R Frt Bumper Mount Plate	Remove / Replace	Body	INC	New	ML3Z 17B984 A	1	$147.20	Yes
S1	22 206406	Frt Bumper Wiring Harness	Remove / Replace	Body	0.0	New	ML3Z 15K867 HB	1	$157.12	Yes
	23 200897	Frt Lwr Bumper Valance Panel	Remove / Replace	Body	INC	New	ML3Z 17626 BB	1	$214.62	Yes
	24 200352	Frt Bumper Air Dam	Remove / Replace	Body	INC#	New	ML3Z 17626 P	1	$218.15	Yes
	25 200338	R Frt Bumper Air Inlet Actuator	Remove / Replace	Body	0.4#	New	ML3Z 17626 T	1	$298.57	Yes
Grille										
	26 208802	Grille Assembly	Remove / Replace	Body	0.3#	New	ML3Z 8200 AA	1	$481.23	Yes
	27 208805	Grille Emblem	Remove / Replace	Body	0.2#	New	JL3Z 8213 A	1	$150.90	Yes
Front Lamps										

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				LABOR			PART			
Line #			Description	Operation	Type	Total Units	Type	Number	Qty	Total Price	Tax
	28	208913	Headlamps	Check / Adjust	Body	0.4	Existing				
	29	208099	R Frt Combination Lamp	Remove / Replace	Body	0.4#	New	ML3Z 13008 AM	1	$1,266.78	Yes
S1	30	208102	L Frt Combination Lamp	Remove / Replace	Body	0.4#	New	ML3Z 13008 AN	1	$1,266.78	Yes
Hood											
	31	208175	Hood Panel	Remove / Replace	Body	1.3	New	ML3Z 16612 D	1	$869.23	Yes
	32	AUTO	Hood Outside	Refinish Only	Refinish	3.0 C					
	33	AUTO	Add For Hood Underside	Refinish Only	Refinish	1.5 C					
S1	34	202343	L Hood Weatherstrip	Remove / Replace	Body	INC	New	FL3Z 16B991 A	1	$19.75*	Yes
Trans Oil Cooler											
S1	35	202185	L Trans Oil Cooler -M	Remove / Install	Mechanical	1.0r	Existing				
S1	36	208588	Trans Oil Cooler Bracket	Remove / Replace	Body	0.0	New	ML3Z 7B147 H	1	$81.95*	Yes
Front Fender											
	37	203842	R Fender Panel	Remove / Replace	Body	1.7#	New	VL3Z 16005 E	1	$340.02	Yes
	38	AUTO	R Front Combination Lamp	Remove / Install	Body	INC#					
	39	AUTO	R Fender Outside	Refinish Only	Refinish	1.8 C					
	40	AUTO	R Add To Edge Fender	Refinish Only	Refinish	0.5 C					
	41	AUTO	R Cowl Top Grille	Remove / Install	Body	0.6#					
	42	203844	R Upr Fender Support	Remove / Replace	Body	0.2#	New	ML3Z 16152 A	1	$34.53	Yes
	43	AUTO	R Upr Support	Refinish Only	Refinish	0.3 C					
	44	203846	R Fender Bracket	Remove / Replace	Body	0.2#	New	ML3Z 16A142 B	1	$26.25	Yes
	45	AUTO	R Bracket	Refinish Only	Refinish	0.3 C					
	46	203848	R Rear Fender Insulator	Remove / Replace	Body	INC	New	ML3Z 16E132 A	1	$56.07	Yes
	47	208585	R Fender Liner	Remove / Replace	Body	INC	New	RL3Z 16102 C	1	$111.78	Yes
	48	203150	R Fender Nameplate	Remove / Replace	Body	INC#	New	ML3Z 16720 K	1	$238.72	Yes
	49	203128	R Fender Splash Shield	Remove / Replace	Body	0.0	New	ML3Z 16A038 AB	1	$18.25	Yes
Front Inner Structure											
	50	203972	Frt Body Radiator Shutter	Remove / Replace	Body	0.6#	New	ML3Z 8475 D	1	$617.92	Yes
	51	208615	R Frt Body Air Deflector	Remove / Replace	Body	0.0	New	[ML3Z 8310 C]	1	$15.77	Yes
	52	208622	Frt Body Rear Deflector	Remove / Replace	Body	0.3#	New	[ML3Z 8327 E]	1	$143.27	Yes
S1	53	210442	Upr Frt Body Support (Mag)	Remove / Replace	Body	1.8#	New	ML3Z 16138 A	1	$378.33*	Yes

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Line #			Description	Operation	LABOR Type	Total Units	PART Type	Number	Qty	Total Price	Tax
S1	54	AUTO	L Front Combination Lamp	Remove / Install	Body	INC#					
S1	55	210454	Frt Body Radiator Shutter	Remove / Replace	Body	INC#	New	RL3Z 8475 A	1	$1,368.22*	Yes
S1	56	210432	Upr Frt Body Air Deflector	Remove / Replace	Body	INC	New	ML3Z 19E525 A	1	$65.00	Yes
S1	57	208630	R Frt Body Air Deflector	Remove / Replace	Body	0.0	New	ML3Z 8310 D	1	$28.93	Yes
Air Bag System											
	58	203478	Disable & Enable Air Bag System -M	Remove / Replace	Mechanical	INC					
	59	203479	Air Bag System Diagnosis - M	Remove / Replace	Mechanical	1.5#					
	60	203480	Add To Initialize Occupant Detection ECU	Remove / Replace	Mechanical	0.4					
	61	209945	Air Bag Module-Driver Front -M	Remove / Replace	Mechanical	INC	New	ML3Z 15043B13 AA	1	$414.87	Yes
	62	204369	Air Bag Clockspring -M	Remove / Replace	Mechanical	1.1	New	ML3Z 14A664 A	1	$54.42	Yes
	63	203858	Air Bag Driver Knee Module -M	Remove / Replace	Mechanical	0.7	New	ML3Z 15045J77 A	1	$509.35	Yes
	64	203445	Air Bag Module-Passenger Front -M	Remove / Replace	Mechanical	INC#	New	ML3Z 15044A74 B	1	$937.50	Yes
	65	AUTO	Instrument Panel Assy -M	Remove / Install	Mechanical	INC#					
	66	203867	Air Bag Passenger Knee Module -M	Remove / Replace	Mechanical	0.7	New	ML3Z 15045J76 AB	1	$633.67	Yes
	67	203446	R Frt Air Bag Impact Sensor -M	Remove / Replace	Mechanical	0.3#	New	L1TZ 14B004 A	1	$63.20	Yes
	68	203447	L Frt Air Bag Impact Sensor -M	Remove / Replace	Mechanical	0.1#	New	L1TZ 14B004 A	1	$63.20	Yes
	69	203796	Air Bag Restraint Control Module -M	Remove / Replace	Mechanical	0.5#	New	ML3Z 14B321 Z	1	$615.20	Yes
ABS / Brakes											
S1	70	203562	Bleed ABS System -M	Remove / Replace	Mechanical	1.0					
Frame											
S1	71	210758	Frame Assembly -F	Remove / Replace	Frame	33.7	New	[RL3Z 5005 U]	1	$5,659.28	Yes
S1	72	AUTO	Evacuate & Recharge A/C - M	Remove / Replace	Mechanical	1.4					
S1	73	206451	R Frt Frame Protector	Remove / Replace	Body	0.4#	New	ML3Z 5F078 A	1	$170.60	Yes
S1	74	206453	R Rear Frame Protector	Remove / Replace	Body	0.4#	New	ML3Z 5F065 A	1	$151.13	Yes
Wheel											
S1	75	209964	Alloy Wheel	Remove / Install	Body	0.8*	Existing				
S1	76	209968	Wheel Valve Stem	Remove / Replace	Body	0.0	New	9L3Z 1700 AA	1	$8.00*	Yes
Exhaust											
S1	77	203753	Exhaust Muffler -M	Remove / Install	Mechanical	0.8r#	Existing				
Windshield											
	78	207794	W/Shield Glass	Remove / Replace	Glass	2.8#	New	[PL3Z 1503100 E]	1	$640.77	Yes

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				LABOR			PART			
Line #			Description	Operation	Type	Total Units	Type	Number	Qty	Total Price	Tax
	79	AUTO	L Cowl Top Grille	Remove / Install	Body	INC#					
	80	201842	W/Shield Washer Reservoir Assy	Remove / Replace	Body	0.3#	New	ML3Z 17618 C	1	$270.00	Yes
Instrument Panel											
	81	204896	Inst Panel -M	Remove / Replace	Mechanical	8.7#	New	ML3Z 1504320 A	1	$1,004.68	Yes
	82	207684	R Inst Panel Cover	Remove / Replace	Body	INC	New	ML3Z 15044F58 AD	1	$616.55	Yes
Cab											
S1	83	200024	Keyless Entry Antenna	Remove / Install	Body	0.1r#	Existing				
Front Seat											
S1	84	205193	Pass Side Seat Back Cover	Remove / Replace	Body	1.0#	New	ML3Z15632A2 3B	1	$353.97*	Yes
S1	85	205646	Driver Side Seat Cushion Cover	Remove / Replace	Body	0.0	New	ML3Z9961711 B	1	$564.40*	Yes
Seat Belts											
	86	209069	R Frt Seat Belt -M	Remove / Replace	Mechanical	0.3#	New	NL3Z 16611B08 AC	1	$600.12	Yes
	87	209070	L Frt Seat Belt -M	Remove / Replace	Mechanical	0.3#	New	ML3Z 16611B09 AB	1	$574.43	Yes
	88	209079	R Frt Seat Belt Buckle	Remove / Replace	Body	0.2#	New	ML3Z 1661202 AB	1	$252.58	Yes
	89	AUTO	R Frt Seat Assy	Remove / Install	Body	0.4					
	90	209080	L Frt Seat Belt Buckle	Remove / Replace	Body	0.2#	New	ML3Z 1661203 AB	1	$124.22	Yes
	91	AUTO	L Frt Seat Assy	Remove / Install	Body	0.4					
Front Door											
S1	92	200290	R Frt Door Assembly	Remove / Install	Body	0.7	Existing				
	93	200297	R Frt Door Repair Panel	Repair	Body	5.0*#	Existing				
	94	AUTO	R Frt Door Outside	Refinish Only	Refinish	2.0 C	Existing				
	95	200303	R Frt Rear View Mirror	Remove / Install	Body	0.3#	Existing				
	96	200305	R Frt Door Rear Sash Moulding	Remove / Install	Body	0.2#	Existing				
	97	200309	R Frt Otr Door Belt Moulding	Remove / Install	Body	0.2	Existing				
	98	200416	R Frt Door Trim Panel	Remove / Install	Body	0.4	Existing				
	99	202281	R Frt Otr Door Handle	Remove / Install	Body	0.3	Existing				
Rear Bumper											
	100	AUTO	Rear Bumper Assy	Overhaul	Body	2.1	Existing				
S1	101	210405	Rear Bumper Hitch Reinforcement	Remove / Install	Body	INCr	Existing				
Additional Costs & Materials											
	102	AUTO	Paint/Materials	Additional Cost						$419.20	Yes
	103	936012	Hazardous Waste Disposal	Additional Cost						$3.50*	

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					LABOR			PART			
Line #			Description	Operation	Type	Total Units	Type	Number	Qty	Total Price	Tax
Additional Operations											
	104	AUTO	Clear Coat	Additional Operation	Refinish	2.4				$0.00	
	105	931127	Pre Repair Scan	Additional Operation	Mechanical	0.5*				$0.00	
	106	931128	Post Repair Scan	Additional Operation	Mechanical	0.5*				$0.00	
	107	933018	Mask For Overspray	Additional Operation	Refinish	0.2*				$10.00*	
	108	933005	Restore Corrosion Protection	Additional Operation	Body	0.2*				$10.00*	
S1	109	933006	Frame/Rack Set Up	Additional Operation	Frame	2.0*				$0.00	
Body Components											
S1	110	931105	Four Wheel Alignment	Remove / Replace	Mechanical	0.0	New		1	$99.95*	
Special / Manual Entry											
	111	900500	Drill and Install Strobe Lamp	Additional Labor	Body*	0.5*	Existing		0		
	112	900500	Add to Transfer Police Lamps	Additional Labor	Body*	0.5*	Existing		0		
S1	113	900500	Electrical Wiring	Remove / Install	Body*	2.0*	Existing				
S1	114	900500	Seam Sealer	Remove / Replace	Body*	0.0*	Aftermarket New		1	$25.00*	
	115	900501	Labor Inc Per P-Pages								
S1	116	900500	A/C Label	Remove / Replace	Body*	0.1*	New		1	$24.95*	Yes
S1	117	900500	Emission Label	Remove / Replace	Body*	0.0*	New		1	$24.95*	Yes
S1	118	900500	A/C O-rings	Remove / Replace	Body*	0.0*	New		1	$32.19*	Yes
Tires											
S1	119	900500	Goodyear Wrangler Enforcer AT 265/70R18 H	Remove / Replace	Mechanical	0.0	Aftermarket New	108028861	1	$300.16	Yes

* Judgment Item
T Included in Two Tone Calculation
Labor Note Applies
d Discontinued by Manufacturer
C Included in Clear Coat Calculation
A Included in Clear Coat and Two Tone Calculation
r CEG R&R Time Used for this Labor Operation
[ ] Verify the part number and price before ordering

Disclaimer: This estimate has been prepared based on the use of crash parts supplied by a source other than the manufacturer of your motor vehicle. The aftermarket crash parts used in the preparation of this estimate are warranted by the manufacturer or distributor of such parts, rather than the manufacturer of your vehicle.

Estimate Totals

Labor	Units	Rate	Sublet	Add'l Amount	Totals
Body Labor	28.2	$50.00		$10.00	$1,420.00
Refinish Labor	13.3	$50.00		$10.00	$675.00
Glass Labor	2.8	$50.00			$140.00
Frame Labor	35.7	$50.00			$1,785.00
Mechanical Labor	19.8	$85.00			$1,683.00
Total Labor	99.8				$5,703.00

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Estimate Totals

Parts	Amount
Taxable Parts	$25,377.99

Taxable	$5,703.00
Tax 0.0000%	$0.00
Non-Taxable	$0.00
Pre-Tax Discount 0.00%	$0.00
Labor Total	$5,703.00
	$25,377.99
Parts Adjustments	$0.00
Tax 0.0000%	$0.00
Non-Taxable	$124.95
Pre-Tax Discount 0.00%	$0.00
Parts Total	$25,502.94

Costs	Amount
Paint Materials	$419.20
Shop Materials	$0.00
Other Additional Costs	$3.50

Paint Materials:
- Refinish Units: 13.1 units
- Rate: $32.00
- Rate Max: 99.9 units
- Additional Rate: $0.00

	$419.20
	$0.00
	$3.50
Taxable	$419.20
Tax 0.0000%	$0.00
Non-Taxable	$3.50
Pre-Tax Discount 0.00%	$0.00
Costs Total	$422.70

Gross Totals	Amount
Gross Total	$31,628.64

	$31,628.64
Taxable	$31,500.19
Tax	$0.00
Non-Taxable	$128.45
Pre-Tax Discount 0.00%	$0.00
Gross Total	$31,628.64

Adjustments	Amount
Deductible	-$2,500.00
Total Customer Responsibility	

	-$2,500.00
	-$2,500.00

Net Estimate Total	$29,128.64
Less Original Net Total	$15,636.74
Net Supplement Amount	$13,491.90

S1: Cannon Hamlin **$13,491.90**

**********Notice**********

This appraisal is subject to the complete review and approval by the assigning insurance company to assure accuracy, cost effectiveness, and that accepted industry repair standards are met. The insurance

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company listed has the right to accept or reject any part or all of this appraisal or make any changes they feel necessary. "Failure to use the insurance proceeds in accordance with the securityagreement, if any, could be a violation of 812.014, Florida Statutes. If you have any questions, contact your lending institution." "Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree." "This paragraph shall not apply to reinsurance contracts, reinsurance agreements, or reinsurance claims transactions.

Disclaimer: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

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RECEIVED
10/14/25 SH

FLORIDA SHERIFFS RISK MANAGEMENT FUND

Established 1978 *Protecting Those Who Protect Us*

Memorandum

Date: **10/9/2025**

To: **Marion County Sheriff's Office**

From: **Brittany Pompey**

Re: **Unit #56129**

The information contained in this communication is confidential and intended solely for the use of the addressee and may be subject to an attorney/client privilege and/or exempt from disclosure under the public records laws. Any unauthorized use, disclosure or copying is prohibited and may be unlawful. If you have received this communication in error, please contact the undersigned immediately.

Our Event #: EV2025095087

Check Amount: $2,644.89

Please see the attached check.

Trans# 2509120043
Event Date 9.12.25
Alan Lee #5421
Dept 2010
Veh: 56129 2025 Ford Int. SUV

Mail To:

Marion County Sheriff's Office
Attn: Stacy Hall
P.O. Box 1987
Ocala, FL 34478

Marion County Sheriff's Office
Post Office Box 1987
Ocala, Florida 34478-1987

PURCHASE REQUISITION NO. 82307

Requesting Office:
FLEET SERVICES

Requested By:
Jamie Nelson

Vendor:
RALPH DHANRAJ
DBA EFFICIENT AUTO BODY INC
10857 SW 91ST AVE
OCALA, FL 34481

Reason for Request:
REPAIRS TO VEH 56129 DEPT 2010 INV 932976
ACC TR # 2509120043

Date of Requisition	Date Needed	Purchase Order #	Requisition Total
10/06/2025	10/06/2025		$5,144.89

Item #	Qty	U/M	Description	Unit Price	Amount
1	1.00	EACH	PARTS	3,482.390	3,482.39
2	11.50	EACH	BODY LABOR	55.000	632.50
3	10.30	EACH	PAINT LABOR	55.000	566.50
4	10.30	EACH	PAINT SUPPLIES	45.000	463.50
			Account Codes / **Distribution Amounts**	**Total Requested**	**$5,144.89**
			000-0000-000 000000.000 5144.89		

Ded: -2500.00

$2,644.89

APPROVALS	

Invoice

EFFICIENT AUTO BODY INC.
10857 SW 91 AVENUE
Ocala, FL 34481

Fax: # 352-624-0091

Date	Invoice #
09-30-2025	932976

Bill To
Marion County Sheriff's Office 692 NW 30th Ave Ocala, FL 34475

Email	P.O. No.	Terms
Efficientabinc3@aol.com		

Quantity	Description	Rate	Amount
1	VIN # 1FM5K8AB7SGA10058		
2	VEH # 56129		
3	Parts		$3,482.39
4	Body Labor	$55.00	$632.50
5	Paint Labor	$55.00	$566.50
6	Paint Supplies	$45.00	$463.50

Accident Transaction #
250912 0043

I HAVE COMPARED THE GOODS RECEIVED TO THE DOCUMENT AND NOTE THE FOLLOWING TO BE ACCEPTABLE

DESCRIPTION Accident

QUANTITY 1 CONDITION Good

DATE 09-25 SIGNATURE

5213

D 2010
W 96772
V 56129

Subtotal	$5,144.89
Sales Tax(7.0%)	
Total Cost Rep	$5,144.89
Deductible	
Net Cost of Rep	$5,144.89
BALANCE DUE	$5,144.89

EFFICIENT AUTO BODY

10857 S W 91ST AVE, OCALA, FL 34481
Phone: (352) 624-0037

Workfile ID: aa322a3c
Federal ID: 205482966

Preliminary Estimate

Customer: MARION COUNTY, SHERIFF`S OFFICE VEH # 56129

Job Number:

Insured:	MARION COUNTY, SHERIFF`S OFFICE VEH # 56129	Policy #:	Claim #:
Type of Loss:		Date of Loss:	Days to Repair: 0
Point of Impact:			

Owner:
MARION COUNTY, SHERIFF`S OFFICE VEH # 56129
(352) 732-8181 Day

Inspection Location:
EFFICIENT AUTO BODY
10857 S W 91ST AVE
OCALA, FL 34481
Repair Facility
(352) 624-0037 Business

Insurance Company:

VEHICLE

2025 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel Gasoline Direct Injection

VIN:	1FM5K8AB7SGA10058	Interior Color:	Mileage In:	Vehicle Out:
License:		Exterior Color:	Mileage Out:	
State:		Production Date:	Condition:	Job #:

TRANSMISSION
Automatic Transmission
4 Wheel Drive
POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Power Driver Seat
Power Passenger Seat
DECOR
Dual Mirrors
Privacy Glass
Overhead Console
CONVENIENCE
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Climate Control
Dual Air Condition
Backup Camera
Parking Sensors
RADIO
AM Radio
FM Radio
Stereo
Search/Seek
Auxiliary Audio Connection
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device
Xenon or L.E.D. Headlamps
Blind Spot Detection
SEATS
Cloth Seats
Bucket Seats
Reclining/Lounge Seats
WHEELS
Styled Steel Wheels
PAINT
Clear Coat Paint
OTHER
Rear Spoiler
California Emissions
TRUCK
Trailer Hitch
Trailering Package

Preliminary Estimate

Customer: MARION COUNTY, SHERIFF`S OFFICE VEH # 56129

Job Number:

2025 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel Gasoline Direct Injection

Line		Oper	Description	Part Number	Qty	Extended Price $	Labor	Paint
1	**FRONT BUMPER**							
2			O/H bumper assy				4.0	
3	*	Repl	Bumper cover	LB5Z17D957SCPTM	1	607.05	Incl.	2.7
4	*		Add for Clear Coat					1.0
5	#	Repl	FRONT BUMPER SIDE COVER		1	91.07		
6	#	R&I	FRT BUMPER COVER					
7	#		ADJUST / CHECK HEADLAMPS		1		0.9	
8	**FRONT LAMPS**							
9		Repl	RT Headlamp assy w/o adaptive headlamps level 2 headlamps	RB5Z13008D	1	1,666.67	Incl.	
10			Aim headlamps				0.5	
11	#	Rpr	HOOD PANEL				2.0	2.7
12	**FENDER**							
13	*	Repl	RT Fender w/o HEV	RB5Z16005B	1	495.10	2.0	1.6
14			Add for Clear Coat					0.6
15	#	R&I	R FRONT COMBINATION LAMP					
16	#	Refn	R ADD TO EDGE FENDER					0.5
17	*	Repl	RT Wheel flare all	LB5Z16038AC	1	280.75	0.0	
18	#	R&I	R COWL TOP GRILLE				0.7	
19	**FRONT DOOR**							
20	*	Blnd	RT FRT DOOR OUTSIDE					1.0
21	#	R&I	R FRT REAR VIEW MIRROR				0.3	
22	#	R&I	R FRT OTR DOOR BELT MOULDING				0.2	
23	#	R&I	R FRT DOOR TRIM PANEL					
24	#	R&I	R FRT DOOR FRAME MLDG				0.6	
25	#	R&I	R FRT ORT HANDLE				0.3	
26	#		ADDITIONAL PAINT /MATERIALS		1	338.25		
27	#		HAZARDOUS WASTE DISPOSAL		1	3.50		
28	#		CLEAR COAT		1			0.2
29	#		MASK FOR OVERSPRAY		1			
30	#		RESTORE CORROSION		1			
31	#		ADESIVE REMOVAL		1			
32	#		CLAIM # EV2025095087		1			
33	#		VEH # 56129		1			
				SUBTOTALS		**3,482.39**	**11.5**	**10.3**

Preliminary Estimate

Customer: MARION COUNTY, SHERIFF`S OFFICE VEH # 56129

Job Number:

2025 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel Gasoline Direct Injection

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				3,482.39
Body Labor	11.5 hrs	@	$ 55.00 /hr	632.50
Paint Labor	10.3 hrs	@	$ 55.00 /hr	566.50
Paint Supplies	10.3 hrs	@	$ 45.00 /hr	463.50
Subtotal				5,144.89
Grand Total				**5,144.89**

IN BUSINESS SINCE '06
STATE LICENSE # MV61573

THANK YOU FOR LETTING US SERVE YOU

PRICES ARE SUBJECT TO CHANGE AFTER 3 MONTHS

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE(FLORIDA STATUTES TITLE XLVI, CHAPTER 817.234). FAILURE TO USE THE INSURANCE PROCEEDS IN ACCORDANCE WITH THE SECURITY AGREEMENT,IF ANY, COULD BE A VIOLATION OF S. 812.014, FLORIDA STATUTES. IF YOU HAVE ANY QUESTIONS, CONTACT YOUR LENDING INSTITUTION. IF A CHARGE FOR SHOP SUPPLIES OR HAZARDOUS OR OTHER WASTE REMOVAL IS INCLUDED ON THIS ESTIMATE, PLEASE NOTE THE FOLLOWING: "THIS CHARGE REPRESENTS COSTS AND PROFITS TO THE MOTOR VEHICLE REPAIR FACILITY FOR MISCELLANEOUS SHOP SUPPLIES OR WASTE DISPOSAL." IF A CHARGE FOR NEW TIRES OR A NEW OR REMANUFACTURED LEAD-ACID BATTERY IS INCLUDED ON THIS ESTIMATE, PLEASE NOTE THE FOLLOWING: A $1.00 FEE FOR EACH NEW MOTOR VEHICLE TIRE SOLD AT RETAIL IS IMPOSED ON ANY PERSON ENGAGING IN THE BUSINESS OF MAKING RETAIL SALES OF NEW MOTOR VEHICLE TIRES WITHIN THE STATE OF FLORIDA. FLORIDA STATUTES TITLE XXIX CHAPTER 403.718. A $1.50 FEE FOR EACH NEW OR REMANUFACTURED LEAD-ACID BATTERY SOLD AT RETAIL IS IMPOSED ON ANY PERSON ENGAGING IN THE BUSINESS OF MAKING RETAIL SALES OF NEW OR REMANUFACTURED LEAD-ACID BATTERIES WITHIN THE STATE OF FLORIDA. FLORIDA STATUTES TITLE XXIX 403.7185.

FLORIDA SHERIFFS RISK MANAGEMENT FUND

Established 1978 — Protecting Those Who Protect Us

RECEIVED 10/14/25 SH

Memorandum

Date: 10/9/2025

To: Stacy Hall, Marion County Sheriff's Office

From: Brittany Pompey

Re: Unit #56983

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Our Event #: EV2025094520

Check Amount: $8,768.30

Please see the attached check.

TRANS# 2507220540
Event Date 7.22.25
Kip Peterson # 5921
Veh: 56983 2024 Dodge Durango

Mail To:

Marion County Sheriff's Office
Attn: Stacy Hall
P.O. Box 1987
Ocala, FL 34478

Marion County Sheriff's Office
Post Office Box 1987
Ocala, Florida 34478-1987

PURCHASE REQUISITION NO. 81710

Requesting Office:
FLEET SERVICES

Requested By:
Jamie Nelson

Vendor:
CRASH CHAMPIONS LLC
4380 NE 36TH AE
OCALA, FL 34479

Reason for Request:
REPAIRS TO VEH 56983 DEPT 2020 RO # 835001754;
ACC TR # 2507220540

Date of Requisition	Date Needed	Purchase Order #	Requisition Total
9/04/2025	9/04/2025		$11,268.30

Item #	Qty	U/M	Description	Unit Price	Amount
1	1.00	EACH	PARTS	6,799.380	6,799.38
2	45.40	EACH	BODY LABOR	50.000	2,270.00
3	21.00	EACH	REFINISH LABOR	50.000	1,050.00
4	4.10	EACH	MECHANICAL LABOR	85.000	348.50
5	2.30	EACH	GLASS LABOR	50.000	115.00
6	1.00	EACH	PAINT MATERIAL	661.920	661.92
7	1.00	EACH	MISCELLANEOUS	20.000	20.00
8	1.00	EACH	E.P.C.	3.500	3.50
			Account Codes / **Distribution Amounts**	**Total Requested**	**$11,268.30**
			000-0000-000 000000.000 / 11268.30	Ded: -	2500.00
					$ 8,768.30

APPROVALS	

CRASH CHAMPIONS #0835 OCALA

We Believe The Difference is Trust
4380 NE 36th Ave, Ocala, FL 34479
Phone: (352) 732-7079

Workfile ID: 4cd57971
Federal ID: 47-1529314
State EPA: N/A

Final Bill

RO Number: 835001754

Customer:	Insurance:	Adjuster:		Estimator:	Tracy OGuinn
Marion County SO Unit 56983	SELF INSURED SERVICES CO.	Phone:		Create Date:	8/12/2025
690 NW 30th Ave		Claim:	EV2025094520---U NIT#56983		
Ocala, FL 34475		Loss Date:	7/22/2025		
(352) 369-6763		Deductible:	2,500.00		

2024 DODG Durango Pursuit AWD (Fleet) 4D UTV 8-5.7L Gasoline Sequential MPI White

VIN:	1C4SDJFT3RC226887	Interior Color:	black	Mileage In:	12,927	Vehicle Out:	9/3/2025
License:	71EHGE	Exterior Color:	White	Mileage Out:	12,935		
State:	FL	Production Date:	6/2024	Condition:		Job #:	

Line	Ver	Operation	Description	Qty	Extended Price $	Part Type	Labor	Type	Paint
1	E01		**FRONT BUMPER**						
2	E01	Remove/Replace	O/H front bumper				3.1	Body	
3	E01	Remove/Replace	Bumper cover w/o prk aid	1	684.00	OEM	0.0	Body	3.2
4	E01		Add for Clear Coat						
5	S01		remove time for bumper o/h				(0.8)	Body	
6	E01	Remove/Replace	Lower grille w/o pursuit, w/o adaptive cruise black	1	84.45	OEM	0.0	Body	
7	S02	Remove/Replace	Frt bumper air dam	1	189.00	OEM			
8	S02	Remove/Replace	LT Outer grille w/o fog lamps	1	16.20	OEM	0.0	Body	
9	S02	Remove/Replace	RT Outer grille w/o fog lamps	1	16.20	OEM	0.0	Body	
10	S01	Remove/Replace	Applique w/o frt park aid	1	37.55	OEM	0.0	Body	
11	S01	Remove/Replace	License bracket	1	33.70	OEM	0.0	Body	
12	S01	Remove/Replace	Energy absorber	1	82.85	OEM	0.0	Body	
13	S01	Remove/Replace	Impact bar	1	388.00	OEM	0.4	Body	
14	S01	Remove/Replace	RT Bumper cover upper bracket	1	114.00	OEM	0.0	Body	
15	S01		**GRILLE**						
16	S01	Remove/Replace	Grille surround SXT, CITADEL, PURSUIT black	1	180.00	OEM	0.0	Body	
17	S01		add time for grille surround				0.4	Body	
18	S01	Remove/Install	Grille				0.4	Body	
19	S01		**FRONT LAMPS**						
20	S01	Remove/Install	RT Headlamp assy w/o auto high beam black bezel				0.0	Body	
21	S01	Remove/Install	LT Headlamp assy w/o auto high beam black bezel				0.0	Body	
22	S01	Repair	Aim head lamps				0.4	Body	
23	S01		**RADIATOR SUPPORT**						

Last Page

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

Final Bill

RO Number: 835001754

2024 DODG Durango Pursuit AWD (Fleet) 4D UTV 8-5.7L Gasoline Sequential MPI White

24	S01	Remove/Replace	RT Support bracket	1	151.00	OEM	0.0	Body	
25	S01		Add for trans cooler						
26	S01	Remove/Replace	Lower support	1	615.00	OEM	9.6	Body	
27	S01		Add for P/Strg cooler						
28	S01		Add for skid plate						
29	S01		Add for trans cooler						
30	S01	Remove/Replace	LT Support bracket	1	155.00	OEM	0.0	Body	
31	S01	Remove/Install	Police lamps on radiator support				1.5	Body	
32	S01	Remove/Install	Underbody shield all (engine cover)				0.3	Body	
33	S01		**AIR CONDITIONER & HEATER**						
34	S01	Remove/Replace	Condenser w/o trans cooler	1	325.00	OEM	0.0	Body	
35	S01	Remove/Replace	AC Service evacuate & recharge R1234yf				1.7	Mech	
36	S01	Remove/Replace	AC Service refrigerant recovery				0.4	Mech	
37	S01	Repair	Add to R&R mechanical components				1.0	Mech	
38	E01		**FENDER**						
39	S01	Remove/Replace	RT Fender	1	314.00	Opt OEM	1.4	Body	2.2
40	S01		Overlap Major Non-Adj. Panel						(0.2)
41	S01		Add for Clear Coat						
42	S01		Add for Edging						0.5
43	S01	Remove/Replace	RT Fender liner all	1	69.00	Opt OEM	0.0	Body	
44	E01	Remove/Replace	RT Wheel flare w/o body color	1	265.00	OEM	0.0	Body	
45	S01	Remove/Replace	LT Fender	1	307.00	Opt OEM	1.4	Body	2.0
46	S01		Overlap Major Non-Adj. Panel						(0.2)
47	S01		Add for Clear Coat						
48	S01		Add for Edging						0.5
49	S01	Remove/Install	LT Fender liner all				0.0	Body	
50	S01	Remove/Install	LT Wheel flare w/o body color				0.0	Body	
51	S01	Repair	RT Rail reinf lower				1.5	Body	0.3
52	S01	Remove/Replace	LT Wheel flare retainer	5	66.75	OEM			
53	S01	Repair	LT Rail reinf lower				1.5	Body	0.3
54	S01	Remove/Install	RT Filler panel				0.0	Body	
55	S01	Remove/Install	LT Filler panel				0.0	Body	
56	S01		**ROOF**						
57	S01	Remove/Install	RT Roof molding				0.4	Body	
58	E01		**PILLARS, ROCKER & FLOOR**						
59	S01	Remove/Replace	RT Rocker molding w/chrome	1	430.00	OEM	0.0	Body	
60	S01	Refinish	Rt Roof Rail						0.6
61	S01	Repair	RT Aperture panel (rt rocker panel at rt rr door opening)				8.0	Body	2.0
62	S01		Overlap Major Adj. Panel						(0.4)
63	S01		Add for Clear Coat						
64	S01	Remove/Install	RT Sill cover rear black				0.0	Body	
65	S01	Remove/Install	RT Lwr ctr plr trim black				0.0	Body	
66	S01	Remove/Install	RT Sill cover front, w/o chrome insert black				0.0	Body	

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

Final Bill

RO Number: 835001754

2024 DODG Durango Pursuit AWD (Fleet) 4D UTV 8-5.7L Gasoline Sequential MPI White

67	E01		**FRONT DOOR**						
68	S01	Repair	RT Door shell				3.5	Body	2.4
69	S01		Overlap Major Adj. Panel						(0.4)
70	S01		Add for Clear Coat						
71	E01	Remove/Install	RT Power mirror w/o memory, w/blind spot detection gloss black				0.3	Body	
72	E01	Remove/Install	RT R&I trim panel				0.0	Body	
73	S01	Remove/Replace	RT Belt molding	1	128.00	OEM	0.4	Body	
74	E01	Remove/Install	RT Handle, outside painted, all bright white				0.3	Body	
75	E01	Remove/Install	Rt frt door upper trim interior panel				0.2	Body	
76	E01	Remove/Install	RT R&I carrier assy				1.8	Body	
77	S01	Remove/Install	RT Applique				0.2	Body	
78	S01		Clean and retape rt frt door applique	1	6.00	Other	0.5	Body	
79	S01	Remove/Install	RT Door glass Dodge				0.7	Body	
80	S01	Remove/Install	RT Body w'strip				0.4	Body	
81	E01		**REAR DOOR**						
82	E01	Remove/Replace	RT Door shell	1	1,540.00	OEM	4.5	Body	2.3
83	E01		Overlap Major Adj. Panel						(0.4)
84	E01		Add for Clear Coat						
85	E01	Refinish	Add for jambs and interior						1.0
86	S01	Remove/Replace	RT Belt molding	1	120.00	OEM	0.0	Body	
87	E01	Remove/Replace	RT Applique front	1	72.00	OEM	0.0	Body	
88	E01	Remove/Replace	RT Applique rear	1	63.98	OEM	0.0	Body	
89	S01	Remove/Replace	RT Stone guard	1	81.20	OEM	0.0	Body	
90	E01		Add time for applique replacement				0.2	Body	
91	E01	Remove/Install	RT Handle, outside painted bright white				0.0	Body	
92	E01	Remove/Install	RT R&I trim panel				0.0	Body	
93	E01	Remove/Install	RT Upper molding all				0.0	Body	
94	E01	Remove/Install	RT R&I carrier assy				0.0	Body	
95	S01	Remove/Install	Rt rear door police lamps				0.5	Body	
96	S01	Remove/Replace	RT Bumper	2	8.60	OEM			
97	S01	Remove/Install	RT Surround w'strip				0.4	Body	
98	E01		**QUARTER PANEL**						
99	E01	Blend	RT Quarter panel						1.2
100	S01	Remove/Replace	RT Wheel flare w/o body color	1	205.00	Opt OEM			
101	E01	Remove/Install	RT Qtr glass Dodge w/o deep tint				2.3	Glass	
102	E01		**REAR LAMPS**						
103	E01	Remove/Install	RT Tail lamp assy				0.3	Body	
104	S01	Refinish	Clear coat						3.9
105	S01		**REAR BUMPER**						
106	S01	Remove/Install	R&I bumper cover drop rt side				1.5	Body	
107	E01		**VEHICLE DIAGNOSTICS**						
108	E01	Repair	Pre-repair scan				0.5	Mech	
109	E01	Repair	Post-repair scan				0.5	Mech	

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Final Bill

RO Number: 835001754

2024 DODG Durango Pursuit AWD (Fleet) 4D UTV 8-5.7L Gasoline Sequential MPI White

110	S01	Sublet	Calibrate adaptive cruise control					
111	E01		**MISCELLANEOUS OPERATIONS**					
112	S01		Cover Car	1	10.00	Other		0.2
113	S01		Glass kit	1	25.00	Other		
114	S01	Remove/Replace	Corrosion Protection	1	10.00	Other	0.2 Body	
115	S01		Coolant - A/M per gallon	1	22.00	A/M		
116	S01		Seam Sealer/Caulking	1	25.00	Other		
117	S01		remove to match ins estimate	1	(21.10)	Other		

Estimate Totals	Discount $	Markup $	Rate $	Total Hours	Total $
Parts					6,799.38
Labor, Body			50.00	45.4	2,270.00
Labor, Refinish			50.00	21.0	1,050.00
Labor, Mechanical			85.00	4.1	348.50
Labor, Glass			50.00	2.3	115.00
Material, Paint					661.92
Miscellaneous					20.00
E.P.C.					3.50
Subtotal					**11,268.30**
Sales Tax					0.00
Grand Total					**11,268.30**
Deductible					(2,500.00)
Net Total					**8,768.30**

Accident Transaction #
2507220540

I HAVE COMPARED THE GOODS RECEIVED
TO THE DOCUMENT AND NOTE THE
FOLLOWING TO BE ACCEPTABLE

DESCRIPTION accident

QUANTITY 1 CONDITION good

DATE 9-4-25 SIGNATURE

5725

D 2020
W 96481
V 56983

Estimate Version	Total $
Original	6,060.10
Supplement S01	5,232.40
Supplement S02	(24.20)

Insurance Total $:	8,768.30
Received from Insurance $:	0.00
Balance due from Insurance $:	8,768.30
Customer Total $:	2,500.00
Received from Customer $:	0.00
Balance due from Customer $:	2,500.00

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

RECEIVED
10/14/25 SH

FLORIDA SHERIFFS RISK MANAGEMENT FUND

Established 1978 — Protecting Those Who Protect Us

Memorandum

Date: 10/9/2025

To: Marion County Sheriff's Office

From: Brittany Pompey

Re: Unit #40531

The information contained in this communication is confidential and intended solely for the use of the addressee and may be subject to an attorney/client privilege and/or exempt from disclosure under the public records laws. Any unauthorized use, disclosure or copying is prohibited and may be unlawful. If you have received this communication in error, please contact the undersigned immediately.

Our Event #: EV2025094520

Check Amount: $2,876.12

Please see the attached check.

Trans# 2507220540
Event DATE 7.22.25
Anthony Esquivel # 6139
Dept 2020
Veh: 40531 - GMC White Acadia

Mail To:

Marion County Sheriff's Office
Attn: Stacy Hall
P.O. Box 1987
Ocala, FL 34478

Marion County Sheriff's Office
Post Office Box 1987
Ocala, Florida 34478-1987

PURCHASE
REQUISITION NO. 81679

Requesting Office:
FLEET SERVICES

Requested By:
Jamie Nelson

Vendor:
RALPH DHANRAJ
DBA EFFICIENT AUTO BODY INC
10857 SW 91ST AVE
OCALA, FL 34481

Reason for Request:
REPAIRS TO VEH 40531 DEPT 2020 INV 932951
ACC TR # 2507220540

Date of Requisition	Date Needed	Purchase Order #	Requisition Total
9/04/2025	9/04/2025		$5,376.12

Item #	Qty	U/M	Description	Unit Price	Amount
1	1.00	EACH	PARTS	3,905.620	3,905.62
2	9.10	EACH	BODY LABOR	55.000	500.50
3	9.70	EACH	PAINT LABOR	55.000	533.50
4	9.70	EACH	PAINT SUPPLIES	45.000	436.50
			Account Codes / **Distribution Amounts**	**Total Requested**	**$5,376.12**
			000-0000-000 000000.000 5376.12		

Ded: -2500.00
$2,876.12

APPROVALS

EFFICIENT AUTO BODY INC.
10857 SW 91 AVENUE
Ocala, FL 34481

Fax: # 352-624-0091

Invoice

Date	Invoice #
08-25-2025	932951

Bill To
Marion County Sheriff's Office 692 NW 30th Ave Ocala, FL 34475

Email	P.O. No.	Terms
Efficientabinc3@aol.com		

Quantity	Description	Rate	Amount
1	VIN # 1GKKNKLS6LZ224137		
2	VEH # 40531		
3	Parts		$3,905.62
4	Body Labor	$55.00	$500.50
5	Paint Labor	$55.00	$533.50
6	Paint Supplies	$45.00	$436.50

Accident Prosecution #
2507220540

HAVE COMPARED THE GOODS RECEIVED
TO THE DOCUMENT AND NOTE THE
FOLLOWING TO BE ACCEPTABLE

DESCRIPTION Accident

QUANTITY 1 CONDITION Good

DATE 7-25 SIGNATURE

5725

D 2020
W 96472
V 40531

Subtotal	$5,376.12
Sales Tax(7.0%)	
Total Cost Rep	$5,376.12
Deductible	
Net Cost of Rep	$5,376.12
BALANCE DUE	$5,376.12

EFFICIENT AUTO BODY

10857 S W 91ST AVE, OCALA, FL 34481
Phone: (352) 624-0037

Workfile ID: 716df006
Federal ID: 205482966

Preliminary Estimate

Job Number:

Customer: SHERIFF`S OFFICE, MARION COUNTY VEH # 40531

Insured: SHERIFF`S OFFICE, MARION COUNTY VEH # 40531
Policy #:
Claim #:
Type of Loss:
Date of Loss:
Days to Repair: 0
Point of Impact:

Owner:
SHERIFF`S OFFICE, MARION COUNTY VEH # 40531
(352) 732-8181 Business

Inspection Location:
EFFICIENT AUTO BODY
10857 S W 91ST AVE
OCALA, FL 34481
Repair Facility
(352) 624-0037 Business

Insurance Company:

VEHICLE

2020 GMC Acadia SLE FWD 4D UTV 6-3.6L Gasoline Direct Injection

VIN: 1GKKNKLS6LZ224137
License:
State:
Interior Color:
Exterior Color:
Production Date:
Mileage In:
Mileage Out:
Condition:
Vehicle Out:
Job #:

TRANSMISSION
Automatic Transmission
POWER
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
DECOR
Dual Mirrors
Privacy Glass
Console/Storage
CONVENIENCE
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Climate Control
Dual Air Condition
Backup Camera
Parking Sensors
RADIO
AM Radio
FM Radio
Stereo
Search/Seek
Auxiliary Audio Connection
Satellite Radio
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System
Hands Free Device
Xenon or L.E.D. Headlamps
Blind Spot Detection
SEATS
Bucket Seats
3rd Row Seat
WHEELS
Aluminum/Alloy Wheels
PAINT
Clear Coat Paint
OTHER
Signal Integrated Mirrors

Preliminary Estimate

Customer: SHERIFF`S OFFICE, MARION COUNTY VEH # 40531

Job Number:

2020 GMC Acadia SLE FWD 4D UTV 6-3.6L Gasoline Direct Injection

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				3,905.62
Body Labor	9.1 hrs	@	$ 55.00 /hr	500.50
Paint Labor	9.7 hrs	@	$ 55.00 /hr	533.50
Paint Supplies	9.7 hrs	@	$ 45.00 /hr	436.50
Subtotal				5,376.12
Grand Total				**5,376.12**

MyPriceLink Estimate ID / Quote ID:
138457865722528563 2 / 147104401

IN BUSINESS SINCE '06
STATE LICENSE # MV61573

THANK YOU FOR LETTING US SERVE YOU

PRICES ARE SUBJECT TO CHANGE AFTER 3 MONTHS

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE(FLORIDA STATUTES TITLE XLVI, CHAPTER 817.234). FAILURE TO USE THE INSURANCE PROCEEDS IN ACCORDANCE WITH THE SECURITY AGREEMENT,IF ANY, COULD BE A VIOLATION OF S. 812.014, FLORIDA STATUTES. IF YOU HAVE ANY QUESTIONS, CONTACT YOUR LENDING INSTITUTION. IF A CHARGE FOR SHOP SUPPLIES OR HAZARDOUS OR OTHER WASTE REMOVAL IS INCLUDED ON THIS ESTIMATE, PLEASE NOTE THE FOLLOWING: "THIS CHARGE REPRESENTS COSTS AND PROFITS TO THE MOTOR VEHICLE REPAIR FACILITY FOR MISCELLANEOUS SHOP SUPPLIES OR WASTE DISPOSAL." IF A CHARGE FOR NEW TIRES OR A NEW OR REMANUFACTURED LEAD-ACID BATTERY IS INCLUDED ON THIS ESTIMATE, PLEASE NOTE THE FOLLOWING: A $1.00 FEE FOR EACH NEW MOTOR VEHICLE TIRE SOLD AT RETAIL IS IMPOSED ON ANY PERSON ENGAGING IN THE BUSINESS OF MAKING RETAIL SALES OF NEW MOTOR VEHICLE TIRES WITHIN THE STATE OF FLORIDA. FLORIDA STATUTES TITLE XXIX CHAPTER 403.718. A $1.50 FEE FOR EACH NEW OR REMANUFACTURED LEAD-ACID BATTERY SOLD AT RETAIL IS IMPOSED ON ANY PERSON ENGAGING IN THE BUSINESS OF MAKING RETAIL SALES OF NEW OR REMANUFACTURED LEAD-ACID BATTERIES WITHIN THE STATE OF FLORIDA. FLORIDA STATUTES TITLE XXIX 403.7185.

Preliminary Estimate

Customer: SHERIFF`S OFFICE, MARION COUNTY VEH # 40531

Job Number:

2020 GMC Acadia SLE FWD 4D UTV 6-3.6L Gasoline Direct Injection

Line		Oper	Description	Part Number	Qty	Extended Price $	Labor	Paint
1	**FRONT BUMPER & GRILLE**							
2			O/H front bumper				4.3	
3	*	Repl	Bumper cover w/o ft park sensors	84779372	1	701.28	Incl.	2.4
4			Add for Clear Coat					1.0
5		Repl	Lower cover w/o Denali	85556161	1	463.17	Incl.	
6	#	Repl	R FRT BUMPER FOG LAMP		1	119.27		
7	*	Repl	RT Frt Bumper Side bracket	84766225	1	14.05		
8	#	Repl	Frt Lwr Bumper Grille		1	465.77		
9	*	Repl	RT Bumper cover bracket	84766225	1	17.52		
10	#	Repl	R Frt Upr Bumper Guide		1	21.62	0.2	
11	*	Repl	Frt Bumper Energy Absorber	84795908	1	75.20	Incl.	
12		Repl	Impact bar	84464976	1	358.88	0.4	
13	#		Check /Adjust		1		0.4	
14	*	Repl	RT FRT LWR BUMPER bracket	84885011	1	18.47	0.1	
15	**FRONT LAMPS**							
16		Repl	RT Headlamp assy w/o elevation pkg/AT4	84902386	1	1,401.65	0.4	
17			Aim headlamps				0.5	
18	**HOOD**							
19	*	Rpr	Hood				2.0	2.9
20	*		Add for Clear Coat					0.0
21	**FENDER**							
22	*	Rpr	RT Fender				0.2	1.9
23			Overlap Major Adj. Panel					-0.4
24	*		Add for Clear Coat					0.0
25	*	R&I	RT Fender liner				0.0	
26		Repl	RT Wheel opng mldg flat black	84446090	1	105.47	Incl.	
27	#	R&I	Cowl Top Grille				0.6	
28	#		Additional Costs & Materials		1	142.20		
29	#		Hazardous Waste Disposal		1	1.07		
30	#		CLEAR COAT		1			1.9
31	#		RESTORE CORROSION		1			
32	#		CLAIM # EV2025094520		1			
33	#		VEH # 40531		1			
				SUBTOTALS		**3,905.62**	**9.1**	**9.7**

Marion County Sheriff's Office

Post Office Box 1987
Ocala, Florida 34478-1987

COPY

9/22/2025 **RECEIPT #** **55829**

CASH RECEIPT

Received From:	Payment Type	Reference #	Amount Received
STATE OF FLORIDA - DEPARTMENT OF	Check	4-40-177 386	43,761.17

Description:

SEPT 2024 PROJECT 045 HURRICANE HELENE

001-0000-000 115000.000 ACCOUNTS RECEIVABLE	13832.32
001-0000-000 208000.000 DUE TO BOCC	8718.71
007-0000-000 115000.000 ACCOUNTS RECEIVABLE	7443.54
007-0000-000 208000.000 DUE TO BOCC	8095.45
115-0000-000 115000.000 ACCOUNTS RECEIVABLE	5671.15

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
REMITTANCE ADVICE

FLAIR ACCOUNT CODE	OLO	SITE	DOCUMENT NUMBER	OBJECT	DATE	PAYMENT NO
31-202398001-31700100-00-10515200	310000	07	D6000126186	1399	09/17/25	0224598

PAYMENT AMOUNT
$ 43,761.17

AGENCY DOCUMENT NO
V000670

MARION COUNTY SHERIFFS OFFICE
PO BOX 1987
OCALA FL 34478

PLEASE DIRECT QUESTIONS TO: (850) 815-4624, DIVISION OF EMERGENCY MANAGMENT

VENDORS NOW CAN VIEW PAYMENT INFORMATION AT HTTP://FLAIR.DBF.STATE.FL.US

045/046

INVOICE NUMBER	AMOUNT
OOOOORVK1	$ 43,761.17

RECEIVED
SEP 22 2025
BY FISCAL

DETACH CAREFULLY AND RETAIN FOR YOUR RECORDS BEFORE CASHING OR DEPOSITING THE WARRANT

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND CAPITOL BUILDING MUST APPEAR BELOW TO BE AUTHENTIC

FLAIR ACCOUNT CODE	SWDN	ADN	OBJECT	DATE	WARRANT NO	56-1544 / 441
31-202398001-31700100-00-10515200	D6000126186	V000670	1399	09/17/25	64-0224598-0	

OLO 310000 SITE 07 CONTACT (850) 815-4624 FOR PAYMENT QUESTIONS

VOID AFTER 12 MONTHS

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES

4-40-177 386

AMOUNT
$****43,761.17

FORTY-THREE-THOUSAND-SEVEN-HUNDRED-SIXTY-ONE & 17/100 DOLLARS

DEPOSITED
SEP 22 2025
BY FISCAL

EXPENSE WARRANT

TO: DIVISION OF TREASURY
TALLAHASSEE

PAY TO THE ORDER OF
MARION COUNTY SHERIFFS OFFICE
PO BOX 1987
OCALA FL 34478

BLAISE INGOGLIA, CHIEF FINANCIAL OFFICER

Florida Division of Emergency Management

Claim Summary

Resource Provider	FEIN #	Mission/Agreement #	Incident Name
Marion County Sheriff's Office	59-6000739	01890	2024 Helene

Assigned Location:	617 Ontario Ave SW	**Mission Timeline**	**From:**		**To:**	
		Period of Service	**Start:**	9/28/2024	**End:**	10/5/2024
Mission Description:	Please deploy Marion County EOC Support assets:Preston Bowlin EM Director MCSOLt. Ryan Robbins MCSOLt. Roy Hay MCSOBC Kenny Smithgall Marion County FireBS Pat Feagle Ocala Fire					
Requesting Entity:	Florida Division of Emergency Management					
Reimbursement Point of Contact:	Caitlin Rath	**Email:**	crath@marionso.com		**Phone:**	3523696849

PERSONNEL	$43,761.17
PERSONNEL BACKFILL	$0.00
TRAVEL	$0.00
EQUIPMENT	$0.00
MATERIALS AND OTHER	$0.00
RENTAL	$0.00
TOTAL CLAIM	$43,761.17

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalities for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Signature	Caitlin Rath	Title	Budget Manager	Date	9/9/25

RECEIVED

SEP 22 2025

BY FISCAL

Marion County Sheriff's Office

Post Office Box 1987
Ocala, Florida 34478-1987

INVOICE

DATE
9/30/2024
NUMBER
3218
TOTAL
37,206.50

STATE OF FLORIDA - DEPARTMENT OF

045

Payment Due: 10/15/2024

Item	Description	Quantity	Unit Price	U/M	Amount
1	SEPT 2024 PROJECT 045 HURRICANE HELENE	1.00	13,832.32	None	13,832.32
2	SEPT 2024 PROJECT 045 HURRICANE HELENE	1.00	7,443.54	None	7,443.54
3	SEPT 2024 PROJECT 045 HURRICANE HELENE	1.00	15,930.64	None	15,930.64

001 - 22,551.03

007 - 15,538.99

115 - 5,671.15

761.17

001 13832.32
001 046 8718.71
007 7443.54
007 046 8095.45
115 15930.64

$10259.49 Balance Left on invoice

1) 13832.32
2) 7443.54
3) 5671.15

001-0000-000 208000.000
$ 8718.71

007-0000-000 28000.500
$ 8095.45

Run: 10/21/2024 at 4:03 PM

Marion County Sheriff's Office

Page: 1

Lists Account Numbers and Balance Only from 10/01/2023 to 9/30/2024

Activity Date	Reference	Source	Description	Amount

Report Criteria... 10/21/2024 @ 4:03 PM

Form:	G/L Account Summary Report-Portrait - Lists Account Numbers and Balance Only
Mask:	???-????-045 ??????.???
activity date:	From: 10/01/2023 To: 9/30/2024
Fund	From: 000 To: 999

Run: 10/21/2024 at 4:03 PM

Marion County Sheriff's Office

Page: 1

Lists Account Numbers and Balance Only from 10/01/2023 to 9/30/2024

Activity Date	Reference	Source	Description	Amount
001-1013-045 521140.000			SALARIES/WAGES OVERTIME	4,529.31
001-1013-045 521210.000			FICA TAXES MATCHING	334.41
001-1013-045 521220.000			RETIREMENT CONTRIBUTIONS	1,075.61
001-1013-045 521230.000			LIFE & HEALTH INSURANCE	13.43
001-1015-045 521140.000			SALARIES/WAGES OVERTIME	1,278.92
001-1015-045 521210.000			FICA TAXES MATCHING	95.34
001-1015-045 521220.000			RETIREMENT CONTRIBUTIONS	269.79
001-1015-045 521230.000			LIFE & HEALTH INSURANCE	7.23
001-1035-045 521140.000			SALARIES/WAGES OVERTIME	1,062.24
001-1035-045 521210.000			FICA TAXES MATCHING	79.73
001-1035-045 521220.000			RETIREMENT CONTRIBUTIONS	131.49
001-1035-045 521230.000			LIFE & HEALTH INSURANCE	4.75
001-1039-045 521140.000			SALARIES/WAGES OVERTIME	74.27
001-1039-045 521210.000			FICA TAXES MATCHING	5.48
001-1039-045 521220.000			RETIREMENT CONTRIBUTIONS	10.11
001-1039-045 521230.000			LIFE & HEALTH INSURANCE	0.49
001-1041-045 521140.000			SALARIES/WAGES OVERTIME	3,461.04
001-1041-045 521210.000			FICA TAXES MATCHING	256.18
001-1041-045 521220.000			RETIREMENT CONTRIBUTIONS	1,133.75
001-1041-045 521230.000			LIFE & HEALTH INSURANCE	8.75
007-7010-045 521140.000			SALARIES/WAGES OVERTIME	5,575.18
007-7010-045 521210.000			FICA TAXES MATCHING	419.08
007-7010-045 521220.000			RETIREMENT CONTRIBUTIONS	1,434.22
007-7010-045 521230.000			LIFE & HEALTH INSURANCE	15.06
115-2010-045 521140.000			SALARIES/WAGES OVERTIME	10,724.84
115-2010-045 521210.000			FICA TAXES MATCHING	794.26
115-2010-045 521220.000			RETIREMENT CONTRIBUTIONS	3,499.48
115-2010-045 521230.000			LIFE & HEALTH INSURANCE	43.61
115-2010-045 521440.032			RENTALS/LEASES - OTHER	0.00
115-2031-045 521140.000			SALARIES/WAGES OVERTIME	714.96
115-2031-045 521210.000			FICA TAXES MATCHING	53.21
115-2031-045 521220.000			RETIREMENT CONTRIBUTIONS	97.29
115-2031-045 521230.000			LIFE & HEALTH INSURANCE	2.99
			Report Total:	37,206.50

Run: 10/21/2024 at 4:03 PM

Marion County Sheriff's Office

Page: 1

Lists Account Numbers and Balance Only from 10/01/2024 to 9/30/2025

Activity Date	Reference	Source	Description	Amount

Report Criteria... 10/21/2024 @ 4:03 PM

Form:	G/L Account Summary Report-Portrait - Lists Account Numbers and Balance Only
Mask:	???-????-045 ??????.???
activity date:	From: 10/01/2024 To: 9/30/2025
Fund	From: 000 To: 999

Run: 10/21/2024 at 4:03 PM

Marion County Sheriff's Office

Lists Account Numbers and Balance Only from 10/01/2024 to 9/30/2025

Activity Date	Reference	Source	Description	Amount
001-1013-045 521140.000			SALARIES/WAGES OVERTIME	0.00
001-1013-045 521210.000			FICA TAXES MATCHING	0.00
001-1013-045 521220.000			RETIREMENT CONTRIBUTIONS	0.00
001-1013-045 521230.000			LIFE & HEALTH INSURANCE	0.00
001-1015-045 521140.000			SALARIES/WAGES OVERTIME	0.00
001-1015-045 521210.000			FICA TAXES MATCHING	0.00
001-1015-045 521220.000			RETIREMENT CONTRIBUTIONS	0.00
001-1015-045 521230.000			LIFE & HEALTH INSURANCE	0.00
001-1035-045 521140.000			SALARIES/WAGES OVERTIME	0.00
001-1035-045 521210.000			FICA TAXES MATCHING	0.00
001-1035-045 521220.000			RETIREMENT CONTRIBUTIONS	0.00
001-1035-045 521230.000			LIFE & HEALTH INSURANCE	0.00
001-1039-045 521140.000			SALARIES/WAGES OVERTIME	0.00
001-1039-045 521210.000			FICA TAXES MATCHING	0.00
001-1039-045 521220.000			RETIREMENT CONTRIBUTIONS	0.00
001-1039-045 521230.000			LIFE & HEALTH INSURANCE	0.00
001-1041-045 521140.000			SALARIES/WAGES OVERTIME	0.00
001-1041-045 521210.000			FICA TAXES MATCHING	0.00
001-1041-045 521220.000			RETIREMENT CONTRIBUTIONS	0.00
001-1041-045 521230.000			LIFE & HEALTH INSURANCE	0.00
007-7010-045 521140.000			SALARIES/WAGES OVERTIME	0.00
007-7010-045 521210.000			FICA TAXES MATCHING	0.00
007-7010-045 521220.000			RETIREMENT CONTRIBUTIONS	0.00
007-7010-045 521230.000			LIFE & HEALTH INSURANCE	0.00
115-2010-045 521140.000			SALARIES/WAGES OVERTIME	0.00
115-2010-045 521210.000			FICA TAXES MATCHING	0.00
115-2010-045 521220.000			RETIREMENT CONTRIBUTIONS	0.00
115-2010-045 521230.000			LIFE & HEALTH INSURANCE	0.00
115-2010-045 521440.032			RENTALS/LEASES - OTHER	0.00
115-2031-045 521140.000			SALARIES/WAGES OVERTIME	0.00
115-2031-045 521210.000			FICA TAXES MATCHING	0.00
115-2031-045 521220.000			RETIREMENT CONTRIBUTIONS	0.00
115-2031-045 521230.000			LIFE & HEALTH INSURANCE	0.00
			Report Total:	0.00

Run: 9/22/2025 at 3:31 PM

Marion County Sheriff's Office

Lists Account Numbers and Balance Only from 10/01/2024 to 9/30/2025

Activity Date	Reference	Source	Description	Amount
001-1013-046 521140.000			SALARIES/WAGES OVERTIME	3,874.47
001-1013-046 521210.000			FICA TAXES MATCHING	286.04
001-1013-046 521220.000			RETIREMENT CONTRIBUTIONS	944.94
001-1013-046 521230.000			LIFE & HEALTH INSURANCE	11.46
001-1035-046 521140.000			SALARIES/WAGES OVERTIME	265.56
001-1035-046 521210.000			FICA TAXES MATCHING	19.94
001-1035-046 521220.000			RETIREMENT CONTRIBUTIONS	32.89
001-1035-046 521230.000			LIFE & HEALTH INSURANCE	1.19
001-1039-046 521140.000			SALARIES/WAGES OVERTIME	72.11
001-1039-046 521210.000			FICA TAXES MATCHING	5.22
001-1039-046 521220.000			RETIREMENT CONTRIBUTIONS	9.79
001-1039-046 521230.000			LIFE & HEALTH INSURANCE	0.58
001-1041-046 521140.000			SALARIES/WAGES OVERTIME	3,539.70
001-1041-046 521210.000			FICA TAXES MATCHING	261.98
001-1041-046 521220.000			RETIREMENT CONTRIBUTIONS	1,159.41
001-1041-046 521230.000			LIFE & HEALTH INSURANCE	8.94
001-1043-046 521520.066			OPERATING SUPPLIES - FUELS & LUBRICANTS AVIATION	434.13
007-7010-046 521140.000			SALARIES/WAGES OVERTIME	6,046.49
007-7010-046 521210.000			FICA TAXES MATCHING	454.26
007-7010-046 521220.000			RETIREMENT CONTRIBUTIONS	1,579.03
007-7010-046 521230.000			LIFE & HEALTH INSURANCE	16.31
115-2010-046 521140.000			SALARIES/WAGES OVERTIME	3,973.98
115-2010-046 521210.000			FICA TAXES MATCHING	295.59
115-2010-046 521220.000			RETIREMENT CONTRIBUTIONS	1,279.18
115-2010-046 521230.000			LIFE & HEALTH INSURANCE	16.83
115-2031-046 521140.000			SALARIES/WAGES OVERTIME	297.90
115-2031-046 521210.000			FICA TAXES MATCHING	22.15
115-2031-046 521220.000			RETIREMENT CONTRIBUTIONS	40.50
115-2031-046 521230.000			LIFE & HEALTH INSURANCE	1.25
			Report Total:	24,951.82

001 - $ 10928.35

007 - $ 14023.47

Run: 9/22/2025 at 3:31 PM

Marion County Sheriff's Office

Lists Account Numbers and Balance Only from 10/01/2024 to 9/30/2025

Activity Date	Reference	Source	Description	Amount

Report Criteria... 9/22/2025 @ 3:31 PM

Form: G/L Account Summary Report-Portrait - Lists Account Numbers and Balance Only
Mask: ???-????-046 ??????.???
Post type: Actual
activity date: From: 10/01/2024 To: 9/30/2025

Marion County Sheriff's Office

Post Office Box 1987
Ocala, Florida 34478-1987

COPY

9/23/2025 **RECEIPT #** **55836**

CASH RECEIPT

Received From:	Payment Type	Reference #	Amount Received
STATE OF FLORIDA - DEPARTMENT OF	Check	4-40-162 365	542,757.71

Description:

PROJECT 005 - HURRICANE MILTON

001-0000-000 115000.000 ACCOUNTS RECEIVABLE	23027.16
003-0000-000 115000.000 ACCOUNTS RECEIVABLE	226892.68
004-0000-000 115000.000 ACCOUNTS RECEIVABLE	121.50
007-0000-000 115000.000 ACCOUNTS RECEIVABLE	27176.32
115-0000-000 115000.000 ACCOUNTS RECEIVABLE	265540.05

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
REMITTANCE ADVICE

FLAIR ACCOUNT CODE	OLO	SITE	DOCUMENT NUMBER	OBJECT	DATE	PAYMENT NO
31-202750001-31700100-00-10515000	310000	07	D6000110579	7800	09/12/25	0211881

PAYMENT AMOUNT
$ 542,757.71

AGENCY DOCUMENT NO
V000512

MARION COUNTY SHERIFFS OFFICE
PO BOX 1987
OCALA FL 34478

PLEASE DIRECT QUESTIONS TO: (850) 815-4624, DIVISION OF EMERGENCY MANAGMENT

VENDORS NOW CAN VIEW PAYMENT INFORMATION AT HTTP://FLAIR.DBF.STATE.FL.US

INVOICE NUMBER	AMOUNT
1	$ 542,757.71

RECEIVED
SEP 19 2025
BY FISCAL

DETACH CAREFULLY AND RETAIN FOR YOUR RECORDS BEFORE CASHING OR DEPOSITING THE WARRANT

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND CAPITOL BUILDING MUST APPEAR BELOW TO BE AUTHENTIC

FLAIR ACCOUNT CODE	SWDN	ADN	OBJECT	DATE	WARRANT NO	56-1544 / 441
31-202750001-31700100-00-10515000	D6000110579	V000512	7800	09/12/25	64-0211881-0	

OLO 310000 SITE 07 CONTACT (850) 815-4624 FOR PAYMENT QUESTIONS

VOID AFTER 12 MONTHS

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES

4-40-162 365

AMOUNT

FIVE-HUNDRED-FORTY-TWO-THOUSAND-SEVEN-HUNDRED-FIFTY-SEVEN & 71/100 DOLLARS

$***542,757.71

EXPENSE WARRANT

TO: DIVISION OF TREASURY
TALLAHASSEE

PAY TO THE ORDER OF
MARION COUNTY SHERIFFS OFFICE
PO BOX 1987
OCALA FL 34478

BLAISE INGOGLIA, CHIEF FINANCIAL OFFICER

Marion County Sheriff's Office

Post Office Box 1987
Ocala, Florida 34478-1987

INVOICE

DATE
9/23/2025
NUMBER
3414
TOTAL
542,757.71

STATE OF FLORIDA - DEPARTMENT OF
FINANCIAL SERVICES
11655 NW GAINESVILLE ROAD

Payment Due: 10/23/2025

Item	Description	Quantity	Unit Price	U/M	Amount
1	003-PROJECT 005 - HURRICANE MILTON	1.00	226,892.68	None	226,892.68
2	007-PROJECT 005 - HURRICANE MILTON	1.00	27,176.32	None	27,176.32
3	115-PROJECT 005 - HURRICANE MILTON	1.00	265,540.05	None	265,540.05
4	001-PROJECT 005 - HURRICANE MILTON	1.00	23,027.16	None	23,027.16
5	004-PROJECT 005 - HURRICANE MILTON	1.00	121.50	None	121.50

005

Hurricane Milton

Initial Payment: Y
Payment #: 1

DIVISION OF EMERGENCY MANAGEMENT
PA REQUEST FOR PAYMENT

Applicant ID: 083-09582-00

Originating Division: Emergency Management

Make Warrant Payable To: Marion County Sheriff's Office

Mailing Address: PO Box 1987
Ocala, Florida 34478

Z5101

Contract No: Z5101

Warrant Amount: **$542,757.71**

TR: ENC #: LINE #:

For Consultant Contracts

* ORG Level: 31800404000 * EO: DR OBJ Code:

Hand Written Entries:

Date Invoice Recvd: Apr 29, 2025

Date Good/Svcs Recvd: May 1, 2025

Date Good/Svcs Insp: May 5, 2025

Final Payment Indicator:

CF: Description:

Amount:

FEID #: 59-6000739 SAMAS Acct #:

Voucher No: Line No.: Ben Cat:

Ben Obj: Project ID: 4834PA03012

* Grant No: 4834F

FID: 20-2-750001 / 105150 By: Date: Trans Date: 000000

Applicant's Agent: Caitlin Rath Mail Check:

Grant Manager	Supervisor	GAR Approval	Grant Manager	Finance & Accounting
Ashlee Vessels Apr 29, 2025 Signature secured electronically through website authentication.	Enrique Gaston May 1, 2025 Signature secured electronically through website authentication.	Melissa Shirah May 5, 2025 Signature secured electronically through website authentication.	Jenny Pfrimmer May 5, 2025 Signature secured electronically through website authentication.	

Voucher Date:

Warrant No: EFT No:

OR

Warrant Date: EFT Date:

RECEIVED
SEP 19 2025
BY FISCAL

#005 FY 24/25

anization
y Sheriff's Office (083-09582-00)

rofile
Personnel
Applicant Event Profiles
Exploratory Calls
Recovery Scoping Meetings
Impacts
Work Order Requests
Work Orders
Projects

My Post-Award Ops
My Tasks
Appeal Ops
Calendar
Utilities
Intelligence

Scope

1519749 Damage for Project [813539] Hurricane Milton - Cat B

Cost share for this version is 100%. All work and costs in this project version fall between 10/05/2024 and 10/31/2024.

Work Completed

The applicant utilized force account labor, materials and rented equipment in taking the Emergency Protective Measures.

Marion County Sheriff's Office

A. Provided labor expenses for increased security at 10 evacuation shelters throughout Marion County due to the hurricane.

B. Provided Meal expenses for EOC staff to operate emergency protective measures during the hurricane.

C. Provided equipment rentals for debris clearing of roadways due to the hurricane.

D. Provided Emergency Operations Center for Marion County, including operating the EOC and coordination with other agencies, departments, and services

A. Provided Provision of Supplies and Commodities for 10 hurricane evacuation shelters.

1.	Force account OT Labor:	462 Laborers	6,735.90 hours	$516,072.09
2.	Rented Equipment:	134 EA.	2649.20 hours	$3,084.48
3.	Force account Materials:			$6,048.44
4.	Other Costs:			$17,552.70

Work Completed Totals

1.	Force account OT Labor:	462 Laborers	6,735.90 hours	$516,072.09
2.	Rented Equipment:	134 EA.	2649.20 hours	$3,084.48
3.	Force account Materials:			$6,048.44
4.	Other Costs:			$17,552.70
Work Completed Total:				**$542,757.71**

Project Notes:

1. Scope and cost were developed based on applicant cost summaries and certification included in the Schedule EZ.

$ Cost

Damage #	Line Item #	Code	Quantity	Unit	Total Cost	Section	Version
1519749	1	9007 (Labor)	1	Lump Sum	$516,072.09	Completed	0

Processing

Marion County Sheriff's Office

Post Office Box 1987
Ocala, Florida 34478-1987

COPY

9/03/2025 **RECEIPT #** **55684**

CASH RECEIPT

Received From:	Payment Type	Reference #	Amount Received
TRADEMARK METALS RECYCLING LLC	Check	5055101618	1,361.19

Description:

08/25 METAL RECYCLING

001-0000-000 208000.000 DUE TO BOCC	1361.19

MARION COUNTY SHERIFF'S OFFFICE

Trademark Metals Recycling
1854 NW 31st Street
Ocala, FL 34475
(352) 351-3383

Date: 8/21/2025
Check No. 5055101618

TICKET #	INV #	SHP DATE	COMMODITY	GROSS	TARE	NET	VEHICLE ID	PRICE	UM	TOTAL AMT
OS131087		8/21/2025	Sheet Iron	21,780	1	21,779		6.2500	CW	1361.19
			OC104668 TOTALS VENDOR(Pounds):			21,779			TOTAL DUE:	$1,361.19

This Payment:	$1,361.19
Previously Paid:	$0.00
Remaining Balance:	$0.00

RECEIVED

AUG 29 2025

BY FISCAL

TO VERIFY AUTHENTICITY, SEE REVERSE SIDE FOR DESCRIPTION OF THE 11 SECURITY FEATURES

Trademark Metals Recycling
1854 NW 31st Street
Ocala, FL 34475
(352) 351-3383

DATE
8/21/2025

No. 5055101618

64-975
612

VOID AFTER 90 DAYS

Wells Fargo Bank, N.A.

CHECK AMOUNT
$**1,361.19**

PAY EXACTLY **ONE THOUSAND THREE HUNDRED AND SIXTY-ONE DOLLARS AND NINETEEN CENTS

DEPOSITED

SEP 03 2025

BY FISCAL

PAY TO THE ORDER OF MARION COUNTY SHERIFF'S OFFFICE

REQUIRES TWO MANUAL SIGNATURES OVER 10,000

AUTHORIZED SIGNATURE

Marion County Sheriff's Office

Post Office Box 1987
Ocala, Florida 34478-1987

COPY

9/09/2025 **RECEIPT #** **55708**

CASH RECEIPT

Received From:	Payment Type	Reference #	Amount Received
D&S PALLET RECYCLE LLC	Check	0003265	204.00

Description:

PALLET PICKED UP 09/04/2025

001-0000-000 208000.000 DUE TO BOCC 204.00

D&S PALLET RECYCLE LLC
2640 NW 35th ST
OCALA, FL 34475

South State Bank
4905 NW BLITCHTON RD
OCALA, FL 34482
63-1403/631

326 301

09/04/2025

PAY TO THE ORDER OF Marion County Jail $ **204.00

Two hundred four and 00/100********** DOLLARS

Marion County Sheriffs Office
PO Box 1987,
Ocala, FL 34478

VOID AFTER 90 DAYS

MEMO

AUTHORIZED SIGNATURE

D&S PALLET RECYCLE LLC

3265

09/04/2025 **Marion County Jail**

Date	Type	Reference	Original Amount	Balance Due	Payment
09/04/2025	Bill	jail 6/20-8/29/25	204.00	204.00	204.00
			Check Amount		204.00

RECEIVED
SEP 0 8 2025
BY FISCAL

CenterState Bank

204.00

D&S PALLET RECYCLE LLC.
WE BUY SELL & REPAIR USED PALLETS
(352) 351-0070
Fax: (352) 351-6141

RECEIPT

INVOICE NO.
DATE 6/20/25
P.O. #
TERMS pallet #3265

RECEIVED
SEP 0 8 2025
BY FISCAL

Marion County Jail

QTY.	GRADE	DESCRIPTION	UNIT PRICE	AMOUNT
~~50~~		Pallets In		
43		48x40's	0 50	21 50
7		NoValue		
		197		

Thank You!

TOTAL 21 50

303

D&S PALLET RECYCLE LLC.

WE BUY SELL & REPAIR USED PALLETS

(352) 351-0070

Fax: (352) 351-6141

INVOICE NO.

DATE 7/2/25

P.O. #

TERMS pdel# 3265

RECEIPT

RECEIVED

SEP 0 8 2025

Marion County Sheriffs Office

BY FISCAL

QTY.	GRADE	DESCRIPTION	UNIT PRICE	AMOUNT
		Pallets In		
70				
65		48 x 40's	0 50	32 50
5		No Value		
		X		
			TOTAL	32 50

Thank You!

D&S PALLET RECYCLE LLC.
WE BUY SELL & REPAIR USED PALLETS
(352) 351-0070
Fax: (352) 351-6141

RECEIPT

INVOICE NO.
DATE 7/11/25
P.O. #
TERMS pdch #3265

RECEIVED
SEP 08 2025
BY FISCAL

Marion County Jail

QTY.	GRADE	DESCRIPTION	UNIT PRICE	AMOUNT
~~100~~		Pallets In		
57		48 x 40's	0 50	28 50
3		No Value		
		X Not 197		
			TOTAL	28 50

Thank You!

D&S PALLET RECYCLE LLC.
WE BUY SELL & REPAIR USED PALLETS
(352) 351-0070
Fax: (352) 351-6141

RECEIPT

RECEIVED

INVOICE NO.	
DATE	7/18/25
P.O. #	
TERMS	pdch#3265

SEP 0 8 2025 Marion County Jail

BY FISCAL

QTY.	GRADE	DESCRIPTION	UNIT PRICE	AMOUNT
41		Pallets In		
38		48 x 40's	0 50	19 00
3		Non Std		
		197		
			TOTAL	19 00

Thank You!

306

D&S PALLET RECYCLE LLC.

WE BUY SELL & REPAIR USED PALLETS

(352) 351-0070

Fax: (352) 351-6141

INVOICE NO.

DATE 8/7/25

P.O. #

TERMS Ideh # 3265

RECEIPT

RECEIVED

SEP 08 2025 Marion County Jail

BY FISCAL

QTY.	GRADE	DESCRIPTION	UNIT PRICE	AMOUNT
100		Pallets In		
90		48X40's	0 50	45 00
10		No Value		
		197		

TOTAL 45 00

Thank You!

307

D&S PALLET RECYCLE LLC.

WE BUY SELL & REPAIR USED PALLETS

(352) 351-0070

Fax: (352) 351-6141

INVOICE NO.

DATE 8/15/25

P.O. #

TERMS ach #3265

RECEIPT

RECEIVED

SEP 08 2025

BY FISCAL

Marion County Jail

QTY.	GRADE	DESCRIPTION	UNIT PRICE	AMOUNT
38		Pallets In		
36		48 x 40's	0 50	18 00
2		No Value		
		Ref 197		

TOTAL 18 00

Thank You!

D&S PALLET RECYCLE LLC.
WE BUY SELL & REPAIR USED PALLETS
(352) 351-0070
Fax: (352) 351-6141

INVOICE NO.

DATE 8/29/25

P.O. #

TERMS pd ch# 3265

RECEIPT

RECEIVED
SEP 0 8 2025
BY FISCAL

Marion County Jail

QTY.	GRADE	DESCRIPTION	UNIT PRICE	AMOUNT
~~88~~		Pallets In		
79		48x40's	0 50	39 50
9		No Value		
		X x Rot 197		
			TOTAL	39 50

Thank You!

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21179 **Agenda Date:** 11/4/2025 **Agenda No.:** 5.1.12.

SUBJECT:
MSTU for Law Enforcement - Sheriff High Intensity Drug Trafficking Areas Grant - $81,770

INITIATOR:
Katrina Neumann, Budget/Finance Commander

DEPARTMENT:
Sheriff

DESCRIPTION/BACKGROUND:
The purpose of this request is to request back FY 2024-25 High Intensity Drug Trafficking Areas (HIDTA) grant funds and also add funds from the FY 2025-26 HIDTA Agreement to the Municipal Services budget. These funds will be reimbursed to the Board of County Commissioners as they are received.

BUDGET/IMPACT:
Increase MSTU for Law Enforcement appropriation by $81,770.

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 25 - 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 MSTU FOR LAW ENFORCEMENT:

Transferred From:

Account	Cost Center - Account Title	Amount
1110 - 120 - 337225	SHERIFF PATROL CID - TR HIDTA GRANT	$81,770
		$81,770

Transferred To:

Account	Cost Center - Account Title	Amount
1110 - 120 - 510101	SHERIFF PATROL CID - TR PERSONNEL SERVICES - MCSD	$37,862
1110 - 120 - 530101	SHERIFF PATROL CID - TR OPERATING EXPENSES - MCSD	$43,908
		$81,770

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 4th day of November, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

Rev. 10/31/2022

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT REQUEST FORM

10/24/2025
Date

TO: **MARION COUNTY BOARD OF COUNTY COMMISSIONERS**

FROM: *Katrina Neumann, Budget / Finance Commander*

(Name and Title of Department / Agency Head or Authorized Representative)

Requesting the following transfer of funds within the

1110	MSTU FOR LAW ENFORCEMENT
Fund Number	Fund Name

SOURCES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
120	337225	SHERIFF PATROL CID - TR HIDTA GRANT	$ 81,770
		TOTAL	$ 81,770

USES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
120	530101	SHERIFF PATROL CID - TR OPERATING EXPENSES - MCSD	$ 43,908
120	510101	SHERIFF PATROL CID - TR PERSONNEL SERVICES - MCSD	37,862
		TOTAL	$ 81,770

PURPOSE OF REQUEST:

The purpose of this request is to request back FY24-25 HIDTA grant funds and also add funds from the FY26 HIDTA Agreement to the MSTU budget. These funds will be reimbursed to the BOCC as they are received.

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.

Sheriff Office Reference Number :	MSTU #2

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21077 **Agenda Date:** 11/4/2025 **Agenda No.:** 5.1.13.

SUBJECT:
Solid Waste Disposal Fund - Solid Waste Disposal - $30,000

INITIATOR:
Mark Johnson, Director

DEPARTMENT:
Solid Waste

DESCRIPTION/BACKGROUND:
Solid Waste ordered a replacement leachate pump for the B wet well on December 19, 2024; however, due to manufacturer production delays, the pump is not expected until December 2025. Because this purchase was not eligible to be carried forward, the current budget appropriation is inadequate. The department had planned for both receipt and expenditure in FY 2024-25 and did not anticipate manufacturer delays extending the delivery timeline by more than 10 months.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 25 - 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 RESERVE FOR CAPITAL OUTLAY	$30,000
		$30,000

Transferred To:

Account	Cost Center - Account Title	Amount
4010 - 423 - 546301	SOLID WASTE DISPOSAL REPAIRS/MAINT - EQUIPMENT	$30,000
		$30,000

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 4th day of November, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, 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.: 2025-21093 **Agenda Date:** 11/4/2025 **Agenda No.:** 5.1.14.

SUBJECT:
Solid Waste Disposal Fund - Solid Waste Disposal - $200,000

INITIATOR:
Mark Johnson, Director

DEPARTMENT:
Solid Waste

DESCRIPTION/BACKGROUND:
Solid Waste underestimated the budget for the CIP Project: Phase 1 and Phase 2 Engineering Expansion. Additional funds are required to cover the costs associated with awarding project tasks. These funds are necessary to move the project forward and maintain the planned schedule.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution and amend the CIP.

RESOLUTION NUMBER 25 - 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 RESERVE FOR CAPITAL OUTLAY	$200,000
		$200,000

Transferred To:

Account	Cost Center - Account Title	Amount
4010 - 423 - 563102	SOLID WASTE DISPOSAL IMPROVE - CIP	$200,000
		$200,000

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 4th day of November, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

Project Adjustments
Journal 2026-2-11
Effective Date 11/04/2025

Project Expense String	Project Title	Account	Approp. To Date	Requested Changes	Revised Appropriation
SWC000049-CIP SLDWST-EXPANS CNS-423	Phase 1 and 2 Engineering Expansion	563102	5,500,000	200,000	5,700,000
			5,500,000	200,000	5,700,000

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21172 **Agenda Date:** 11/4/2025 **Agenda No.:** 5.1.15.

SUBJECT:
State House Initiative Partner Fund - SHIP - $16,610

INITIATOR:
Cheryl Butler, Director

DEPARTMENT:
Community Services

DESCRIPTION/BACKGROUND:
Community Services is requesting a transfer in the amount of $16,610 from Other Current Charges Misc Expenses to Contract Services Staff Leasing. During the budget process for FY 2025-26, operating was not correctly split between accounts. This transfer will allocate funds from Other Current Charges to Contract Services Staff Leasing to cover four (4) months of pay for a leased position. This is due to a vacant position being filled through Resource, our contracted recruitment vendor, rather than through direct County employment. This adjustment ensures budget alignment with the updated staffing approach. Other Current Charges has available funds to cover this request.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 25 - 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 LOCAL HOUSING TRUST FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
1151 - 350 - 549990	STATE HOUSE INITIATIVE PARTNER OTH CURR CHRG - MISC EXPENSES	$16,610
		$16,610

Transferred To:

Account	Cost Center - Account Title	Amount
1151 - 350 - 534115	STATE HOUSE INITIATIVE PARTNER CONTRACT SERV - STAFF LEASING	$16,610
		$16,610

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 4th day of November, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, 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.: 2025-21072 **Agenda Date:** 11/4/2025 **Agenda No.:** 5.2.1.

SUBJECT:
Request Approval to Proceed with the Annual Contract with MAXIMUS to Perform Cost Allocation Study for the Fiscal Year 2026-27 Budget

INITIATOR:
Audrey L. Fowler, Budget Director

DEPARTMENT:
Budget

DESCRIPTION/BACKGROUND:
Our cost allocation consultant firm, MAXIMUS, is prepared to perform the Cost Allocation - Marion County, Animal Services and Public Safety Communications studies that will be utilized for the FY 2026-27 Budget. The Clerk's Office is to enter into a contract with MAXIMUS for the study. Prior to finalizing the contract, we ask that the Board of County Commissioners confirm their intent for the continued utilization of the cost allocation information in preparation of the budget.

BUDGET/IMPACT:
None; funding appropriation is included in the Clerk of Court and Comptroller budget.

RECOMMENDED ACTION:
Motion to approve to proceed with the annual contract for preparation of the cost allocation program.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21113 **Agenda Date:** 11/4/2025 **Agenda No.:** 5.2.2.

SUBJECT:
Present the Acquisition or Disposition of Property Forms Authorizing Changes in Status, as Follows: 039704 and 53598

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: Utilities Date: 10/21/2025

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
039704	Utilities	ES-05291

Description	Year Aquired
Meter Reader, Handheld Receiver, DAP CE5320-SPARE	2006

Acquisition: ☐ Asset/Vehicle Number Being Replaced: (If Applicable) ☐ Please attach a copy of the invoice for acquisitions

Disposal: ☑ Disposal Reason: Unable to Repair

Disposal Method: Discarded Disposal Location: Department

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Joshua Kramer Digitally signed by Joshua Kramer Date: 2025.10.21 12:14:57 -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: Sheriffs Office Date: 09/22/2025

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
53598	Emergency Management	EAS220633-006

Description	Year Aquired
TEMPERATURE SCREENING KIOSK	2020

Acquisition: ☐ Asset/Vehicle Number Being Replaced: (If Applicable) Please attach a copy of the invoice for acquisitions

Disposal: ☑ Disposal Reason: Unable to Repair

Disposal Method: Discarded Disposal Location: Department

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Preston Bowlin Digitally signed by Preston Bowlin Date: 2025.10.20 16:31:55 -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.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21087 **Agenda Date:** 11/4/2025 **Agenda No.:** 6.1.

SUBJECT:
PUBLIC HEARING to Consider Revisions to the Marion County Land Development Code (LDC) Amendments to Review and Update Article 1, Division 2, Definitions

INITIATOR:
Kenneth Weyrauch, Deputy Director

DEPARTMENT:
Growth Services

DESCRIPTION/BACKGROUND:
Staff will present the attached proposed amendment of Land Development Code (LDC) Article 1, Division 2, Definitions.

The proposed LDC amendments were considered by the Land Development Regulation Commission (LDRC) in a public hearing held October 1, 2025. The LDRC recommended approval of these items and motioned to forward them to the Board of County Commissioners for consideration.

This is the first of two required public hearings. The second public hearing is scheduled for December 2, 2025, at 5:30 p.m. in the McPherson Governmental Campus Auditorium.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Take public comment and provide direction.

LOCALiQ
The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Heather Flynn
Marion County Attorneys' Office - 330
601 SE 25Th AVE # 108
Ocala FL 34471-2690

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Star Banner, published in Marion County, Florida; that the attached copy of advertisement, being a , was published on the publicly accessible website of Marion County, Florida, or in a newspaper by print in the issues of, on:

OCA Ocala Star-Banner 10/24/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 10/24/2025

Legal Clerk

Notary, State of WI, County of Brown

8.25.26

My commission expires

Publication Cost:	$503.00	
Tax Amount:	$0.00	
Payment Cost:	$503.00	
Order No:	11754160	# of Copies:
Customer No:	533707	1
PO #:	LRM 2025-1003	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

MARIAH VERHAGEN
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE MARION COUNTY BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, WILL HOLD A PUBLIC HEARING TO CONSIDER AN ORDINANCE AMENDING THE MARION COUNTY, FLORIDA, LAND DEVELOPMENT CODE (LDC) AS SPECIFIED BELOW:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE (LDC) RELATED TO ARTICLE 1, ADMINISTRATION, DIVISION 2, DEFINITIONS

A public hearing conducted by the **Marion County Board of County Commissioners** will be held on **Tuesday, November 4, 2025, at 10:00 a.m.** at the **McPherson Governmental Campus Auditorium at 601 SE 25TH Avenue, Ocala, FL, 34471**, for the purpose of considering the proposed amendment related to Marion County Land Development Code (LDC), Article 1, in Marion County, Florida, providing for revisions to Article 1, Administration, Division 2, Definitions adding definitions for big box retailers and shopping centers.

The Marion County Board of County Commissioners shall receive and consider public comment regarding the proposed LDC amendment in this public hearing, the first of two, pursuant to Florida Statutes and the LDC.

If reasonable accommodations of a disability are needed for you to participate in this meeting, please contact the ADA Coordinator/HR Director at (352) 438-2345 forty-eight hours in advance of the hearing, so appropriate arrangements can be made.

A copy of the proposed ordinance is available for public inspection at the Growth Services Department, 2710 East Silver Springs Blvd., Ocala, FL 34470. Any person who decides to appeal any decision of the Board of County Commissioners with respect to any matter considered at this hearing will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made. For more information:

HTTPS://WWW.MARIONFL.ORG/LEGALNOTICES

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 must be published on the County's website and must include certain information, such as a summary of the proposed ordinance, including 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

PLEASE BE GOVERNED ACCORDINGLY

DATED THIS 7th DAY OF OCTOBER, 2025.
BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA
KATHY BRYANT, CHAIRMAN

OF-42766970

ORDINANCE 25 –__

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE (LDC) RELATED TO ARTICLE 1, ADMINISTRATION, DIVISION 2, DEFINITIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE LAND DEVELOPMENT CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is authorized by general law, e.g., Section 125.01(h), Florida Statutes, to establish, coordinate, and enforce zoning and such business regulations as are necessary for the protection of the public; and

WHEREAS, the Board of County Commissioners (Board) has adopted a Land Development Code (LDC) as is required by Section 163.3202, Florida Statutes; and

WHEREAS, pursuant to LDC Section 2.4.3, the Land Development Regulation Commission held a duly noticed public hearing on this proposed ordinance amending the LDC on October 1, 2025; and

WHEREAS, pursuant to LDC Section 2.4.4, the Board of County Commissioners held duly noticed public hearings on this proposed ordinance amending the LDC on November 4, 2025, and December 2, 2025;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Marion County, Florida, as follows:

Note: Deletions are shown in strikeout text. Additions are shown in underscore text.

SECTION 1. AMENDMENTS TO THE LAND DEVELOPMENT CODE (LDC). The following amendments to the LDC are hereby approved and adopted pursuant to Florida Statutes and the Marion County Land Development Code:

A. Article 1, Administration, Division 2, Definitions of the Marion County Land Development Code, Administration, is hereby amended to reflect the attached revised language:

See Attachment 1 (additions shown in <u>underline text</u>, deletions shown in ~~strike-through text~~).

SECTION 2. CONFLICTS. In the event that any provision of this ordinance is in conflict with any other county ordinance, the provisions of this ordinance shall prevail to the extent of such conflict.

SECTION 3. SEVERABILITY. It is hereby declared to be the intent of the Board of County Commissioners of Marion County that if any section, subsection, clause, phrase, or provision of this ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this ordinance. The Board of County Commissioners does not intend that this ordinance be held applicable in any case where its application would be unconstitutional, as a constitutionally permitted construction is intended and shall be given.

SECTION 4. INCLUSION IN COUNTY CODE. It is the intent of the Board of County Commissioners of Marion County, Florida, and it hereby provided that the provisions of this ordinance be incorporated into the Marion County Code of Ordinances, specifically, the Land Development Code, and that the sections of this ordinance may be re-numbered or re-lettered to accomplish such intent.

SECTION 5. EFFECTIVE DATE. A certified copy of this ordinance shall be filed with the Secretary of State by the Clerk within ten days after enactment by the Board of County Commissioners, and shall take effect upon such filing as provided in Section 125.66(2)(b), Florida Statutes.

DULY ADOPTED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

_____
KATHY BRYANT, CHAIRMAN

ATTEST:

_____
GREGORY C. HARRELL
CLERK OF CIRCUIT COURT

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
MATTHEW G. MINTER
COUNTY ATTORNEY

August 22, 2025

Mr. Matthew G. Minter, County Attorney
Ms. Tracy Straub, Assistant County Administrator
Mr. Chuck Varadin, Growth Services Director
Marion County
601 SE 25th Avenue
Ocala, FL 34471

Via Email

Re: Request for Amendment to Land Development Code ("LDC") Pursuant to Article 2, Division 4 of the LDC

Dear Messrs. Minter and Varadin and Ms. Straub:

Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. ("**SWM**") represents On Top of the World Communities, L.L.C. and Colen Built Development, LLC (collectively, "**OTOW**"). As you know, we have had numerous meetings regarding an outdated portion of the sign code. Specifically, two big box retailers—Home Depot and Target—are seeking to open new locations within Marion County, but have encountered the sign code as a major obstacle. If such obstacle cannot be overcome, Home Depot and Target (and likely many other big box retailers) will be forced to seek locations outside of Marion County. The purpose of this letter is to request a privately-initiated amendment to the LDC to amend one provision within the County's antiquated sign code. Enclosed as **Attachment #1** is an agent authorization signed by OTOW authorizing SWM to submit this application. Enclosed as **Attachment #2** is the proposed amendment in redline format ("**Proposed Amendment**").

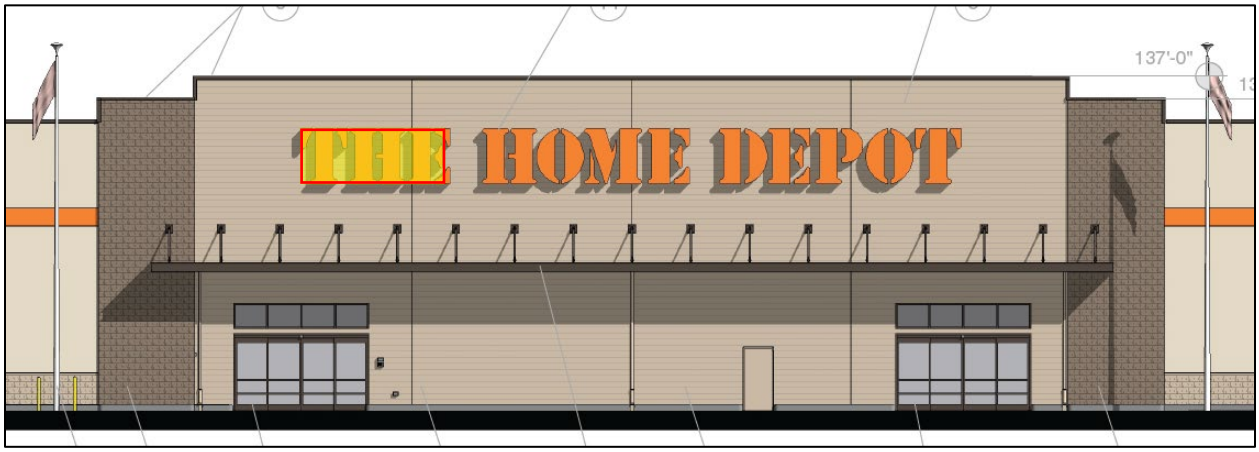
CURRENT SITUATION

Section 4.4.4 regulates on-site signs within all commercial and office zoning classifications and in the R-O, P-MH and P-RV zoning classifications, including freestanding signs and wall signs. Section 4.4.4.F.(1)(c) provides:

> (c) Wall Signage:
>
> 1. Single occupancy. **Three wall signs**, not to exceed two square feet in sign area for each linear foot of that occupancy's building frontage **up to a maximum of 96 square feet** in aggregate sign area. One of the allowed wall signs above may be placed on the side of the occupancy.
>
> 2. Shopping centers. Wall signage shall not exceed one and three-quarters square feet in sign area for each linear foot of each occupancy's building frontage.

This antiquated sign code provision adopted at least 33 years ago, is inexplicably much more restrictive for single occupancy buildings—and therefore big box retailers—than shopping centers. While shopping centers do not contain a maximum number or square footage of signage, single-occupancy buildings and big box retailers are restricted to only three signs with a total of 96 square feet.

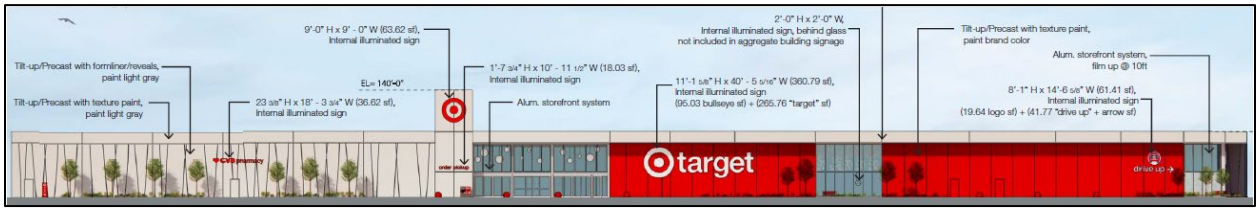
To put a visual to the absurdity of the 96 square foot limitation, **Attachment #3** is a standard sign package for Home Depot, which has very common and familiar branding across all of its stores. A limitation of 96 square feet does not even encompass the entire "THE" in "THE HOME DEPOT." The below yellow-shaded box is 96 square feet.



When one considers the scale of the building (580 linear feet) and the roadway frontage of the parcel (734 linear feet), it makes sense to allow for a formula to calculate maximum signage, without any upper threshold limitation.



Likewise, Target is proposing a building with 455 feet of building frontage. Under the current sign code, only one "bullseye" symbol would be permitted. With the Proposed Amendment, Target (being treated as a shopping center) would be allowed up to 796 square feet of signage. Target's draft sign plan, **Attachment #4**, meets this limitation.



What's more, the County's minimum parking space requirement at 162 square feet (9' x 18'; Sec. 6.11.8, LDC) is 60% *larger* than the maximum signage allowance. Therefore, no matter how large the building is or how much frontage the parcel has, a single occupancy building, which includes big box retailers, is limited to a sign that is only 40% the size of the smallest vehicular parking space permitted in the County.

To add to this confusion in the discrepancy in treatment between single occupancy buildings and shopping centers, the County does not define "shopping centers" or address big box retailers whatsoever.

PROPOSED AMENDMENT

The Proposed Amendment, included as **Attachment #2**, proposes to treat big box retailers the same as shopping centers with respect to wall signage. Specifically, the Proposed Amendment adds definitions for "big box retailer" and "shopping centers," both of which are currently undefined, and simply adds "big box retailers" to the existing wall signage provision applicable to shopping centers.

"Big Box Retailer" is proposed to be defined as follows:

> As it relates to sign regulations, a commercial retail establishment that occupies a large, single-use building or connected series of buildings, typically with a floor area of 75,000 square feet or more, and often comprised of distinct areas devoted to specific functions or types of merchandise. These stores are often part of national or regional chains and generally include large surface parking areas and a warehouse-style layout. Examples include home improvement stores, warehouse clubs, department stores, and general merchandise retailers.

"Shopping Center" is proposed to be defined as follows:

> As it relates to sign regulations, a group of commercial retail establishments developed and managed as a unified site with shared access, off-street parking, and common areas.

Section 4.4.4.F.(1)(c) is proposed to be amended as follows:

> (c) Wall Signage:
>
> 1. Single occupancy. Three wall signs, not to exceed two square feet in sign area for each linear foot of that occupancy's building frontage up to a maximum of 96 square feet in aggregate sign area. One of the allowed wall signs above may be placed on the side of the occupancy.

> 2. Shopping centers and big box retailers. Wall signage shall not exceed one and three-quarters square feet in sign area for each linear foot of each ~~occupancy's~~ building's frontages.

Importantly, no changes are proposed in the sign size or number regulations. Instead, the Proposed Amendment would treat big box retailers the same as shopping centers. As described below, the retail industry has significantly changed since the wall signage regulation was adopted in 1992 via Ordinance No. 92-22. In order for Marion County to attract big box retailers such as Home Depot and Target, it must update this portion of the sign code, as proposed above.

CHANGES IN THE RETAIL INDUSTRY

Big box retailers have evolved significantly in the last three decades and now function in many of the same ways as traditional shopping centers. Given their role as multi-functional commercial hubs and their importance in modern consumer behavior, it is both logical and equitable to grant big box retailers signage allowances that are consistent with those granted to shopping centers.

While traditionally considered single-occupancy buildings, many big box retailers now host multiple departments, service centers, and concession areas under one roof—similar to smaller-scale shopping centers. Examples include:

- Walmart locations with vision centers, pharmacies, car repair, garden centers, and fast-food restaurants.
- Target stores housing CVS/Pharmacies, Starbucks, and Ulta Beauty shops.
- Home Depot stores with garden centers, rentals, and contractor-specific areas.

These internal tenants or brand segments are analogous to individual tenants in shopping centers, and they benefit from appropriate exterior identification. In fact, many big box stores often exceed or rival the square footage and parking footprint of smaller shopping centers. As proposed, the Proposed Amendment defines "big box retailer" as those retailers with a typical footprint of 75,000 square feet or more.

Signage is needed to support effective navigation and public safety. Big box retailers are now hubs for multiple consumer needs (groceries, pharmaceuticals, electronics, etc.), and limited signage impairs a shopper's ability to safely and efficiently locate specific entrances or identify critical services like pharmacies, clinics, or curbside pickup zones. By treating them like shopping centers with respect to signage allowances, the County would support better traffic flow, reduce confusion, and improve public safety and accessibility.

Additionally, big box retailers commonly use consistent branding across all of its stores, which is essential for wayfinding and brand continuity. The County should accommodate big box retailers through sensible signage codes because each new big box retailer creates hundreds of permanent jobs, demonstrating the importance of stable retailers like Home Depot and Target to a community.

We would appreciate Marion County's assistance to quickly process and approve the Proposed Amendment in order to ensure that both Home Depot and Target locate their businesses here in Marion County. If you have any questions or require further assistance, please do not hesitate to contact us.

Cordially,

Reggie Bouthillier, Esq.
Jessica Icerman, Esq.
Ken Metcalf, AICP

Enclosures

1. Agent Authorization
2. Proposed Amendment
3. Home Depot Signage Plan
4. Target Signage Plan

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DIVISION 2. DEFINITIONS

Unless otherwise expressly stated, for the purposes of this Code, the following terms shall have the meaning indicated herein.

ABANDONED WELL. A well which has its use permanently discontinued, is in such disrepair that its continued use for obtaining groundwater is impractical, has been left uncompleted, is a threat to groundwater resources, or otherwise is or may be a health or safety hazard.

ABROGATION. To close, vacate, or abandon a right-of-way.

ACCESSORY BUILDING OR STRUCTURE (APPURTENANT STRUCTURE). A subordinate building or structure on the same lot, or parcel, or on a contiguous parcel which is occupied by, or devoted to, an accessory use.

ALTERATION OF A WATERCOURSE. A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

ACCESSORY USE. A use naturally and normally incidental and subordinate to the principal use of a structure or land and located on the same lot, or parcel or on a parcel contiguous to the principal use to which it relates.

ACTIVE RECREATION. Recreational activities that occur in areas that require substantial structural development and investment, such as playing fields, courts or other facilities. Examples of active recreation include soccer, baseball, swimming in a pool, tennis and basketball. Active recreation differs from passive recreation primarily by the facilities that are required to undertake an activity.

ADDITION. An extension or increase in floor area or height of a building or structure.

ADULT BOOKSTORE OR FILM STORE. An establishment having as a substantial portion of its stock in trade books, magazines, other periodicals, films, video tapes, video disks, or similar items which are distinguished or characterized by their emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas."

ADULT BOOTH. A small enclosed or partitioned area inside an adult entertainment establishment that is:

A. Designed or used for the viewing of adult material by one or more persons; and

B. Accessible to all persons, regardless of whether a fee is charged for access.

The term "adult booth" includes but is not limited to a "peep show" booth, or other booth used to view "adult material." The term "adult booth" does not include a foyer through which a person can enter or exit the establishment, or a rest room.

ADULT CABARET. A bar, lounge, club, or other establishment which may sell alcoholic or non-alcoholic beverages or food and which features as part of the regular entertainment topless or bottomless dancers, strippers, whether male or female, or similar entertainers whose acts are characterized by an emphasis on matter depicting, describing, or relating to "specified sexual activities" or "specified anatomical areas." This definition shall include Adult Encounter Parlor, Adult Lounge, Adult Novelties, Adult Entertainment, and Adult Modeling Studio.

ADULT THEATER OR MINI-MOTION PICTURE THEATER OR DRIVE-IN. An enclosed building or drive-in with a capacity for fewer than 50 persons in which a substantial portion of the material presented is distinguished or characterized by an emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas" for observation by patrons therein.

ADULT THEATER OR MOTION PICTURE THEATER OR DRIVE-IN. An enclosed building or drive-in with a capacity of 50 or more persons in which a substantial portion of the material presented is distinguished or characterized by an emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas" for observation by patrons therein.

ADVERTISING. Sign copy or materials intended to directly or indirectly promote the sale or use of a product, service, commodity, entertainment, or real or personal property.

AGRICULTURAL USES. Those uses of land which involve the science and art of production of plants and animals useful to man including to a variable extent, the preparation of these products for man's use and their disposal by marketing or otherwise. These shall include horticulture, floriculture, viticulture, aquaculture, forestry, dairy, livestock, including the breeding and/or training of horses, poultry, bees, ratites, and any and all forms of farm products and farm production.

AIR GAP. A physical separation between the free flowing discharge and an open or non-pressure receiving vessel.

ALTERATION. Any change in size, shape, character, or use of a building or structure.

ALTERATION OF A WATERCOURSE. A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

ANIMAL FEEDING OPERATION. As defined in § 62-670.200 FAC.

ANIMAL UNIT. As defined in § 62-670.200 FAC.

ANTENNA. Any exterior apparatus designed to transmit or receive communications as authorized by the Federal Communication Commission (FCC). The term "antenna" shall not include satellite earth stations used to receive direct-to-home satellite services as defined in 47 USC § 303(v). An array of antennas, installed at one time and designed as a single, integrated system, shall be considered to be a single antenna.

ANTENNA SUPPORT STRUCTURE. Any building or other structure other than a tower, which can be used for the location of an antenna. An antenna support structure shall be referred to as a "utilized antenna support structure" if it is or has been used for the location of an antenna.

ANTIQUATED SUBDIVISION. A subdivision, subdivision series, or any portion of a subdivision or subdivision series, identified by the Board in which further or continued development of that subdivision is deemed undesirable consistent with the provisions of § 163.3164 FS.

APPEAL. The process of seeking a higher authority's determination as established by this Code when a specific decision or determination made by designated staff, committee, or board is disputed. As it pertains to floodplain management, request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance.

APPLICANT. The property owner, the duly authorized representative of the property owner, or the lessee or occupant of said property who submits a County service or development application to and for said property and who can be bound to all legal obligations related to such request.

AQUACULTURE. The commercial production of fin fish and shellfish, such as crustaceans and mollusks, within a confined space and under controlled feeding, sanitation, and harvesting procedures.

AREA OF SHALLOW FLOODING. A designated AO or AH Zone on the community's Flood Insurance Rate Map (FIRM) with base flood depths from one to three feet where a clearly defined channel does not exist, where the path

of flooding is unpredictable and indeterminate, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

ASCE 24. A standard titled Flood Resistant Design and Construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

AS-BUILT/RECORD SURVEY. A record of completed construction drawings documenting the actual construction work as it exists in the field, including any changes made from the originally approved plans, meeting the requirements as set forth in § 5J-17.52(1) FAC, and signed, sealed, and dated by a Professional Surveyor and Mapper licensed by the State of Florida.

AUTOMOBILE WRECKING YARD. Premises used for the dismantling or disassembling of two or more used motor vehicles or trailers, or the business of storage, sale, or dumping of dismantled, obsolete or wrecked vehicles, trailers or their parts; a junk yard.

AUXILIARY WATER SUPPLY SYSTEM. A pressurized or pumping-ready water supply system other than a public potable water system which is located on or available to the customer's property whether or not connected to a distribution system within the property. Such auxiliary systems include but are not limited to reclaimed water systems and private wells, as further defined in AWWA M-14 most current edition.

AVAILABLE CAPACITY. An existing central water or sewer system shall be deemed to have "available capacity," if: (a) as to a central water or sewer system, it is capable of providing central service concurrently with the proposed build-out schedule of the project without the applicant having to expand the facility providing treatment for the water to and/or the wastewater from the project; provided, however, if it is necessary for the Marion County Utility Department to so expand the treatment facility, the applicant may be required to prepay capital charges imposed for such facility; and (b) as to a central water or sewer system, its existing water or sewer lines are of sufficient size and capacity to accommodate the water or sewer requirements of the project without the applicant having to reconstruct the existing lines. This requirement concerns existing lines, only, and does not excuse an applicant from having to construct new lines from its project to the point of connection to the central water or sewer system. Further, if it is necessary to replace the existing lines, the County may require the applicant to pay to reconstruct existing lines, within the applicant's required connection distance, in an amount equal to what it would have cost the applicant to originally construct such lines of sufficient size and capacity to accommodate the applicant's project. This does not preclude the County from requiring the developer to upsize the lines in exchange for additional Equivalent Residential Connection credits.

AVIARY. A place for keeping birds confined, including but not limited to a large enclosure where birds fly free, a structure where birds are confined in cages, or large cages where birds are confined. A residential structure containing nine or more birds shall be considered an aviary.

BACKFLOW PREVENTION ASSEMBLY. A mechanical assembly which is supplied with properly located resilient-seated shut-off valves at each end of the assembly and properly located test cocks, and meets the standards of the University of Southern California's Foundation for Cross-Connection Control and Hydraulic Research and complies with the standard listed in the Florida Building Code as adopted by Marion County.

BACKFLOW PREVENTION DEVICE. A mechanical device or plumbing configuration which is designed to prevent backflow.

BAR. Any place devoted primarily to the retail sale and on premises consumption of malt, vinous, or other alcoholic beverages; a tavern.

BASE FLOOD. The flood having a one percent chance of being equaled or exceeded in any given year (also called the "one percent annual chance flood," "100-year flood" and the "regulatory flood"). [Also defined in FBC, B, Section 202.]

BASE FLOOD ELEVATION. The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM). [Also defined in FBC, B, Section 202.]

BASEMENT. The portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 202; see "Basement (for flood loads)".]

BED AND BREAKFAST INN. A building, or part thereof, other than a motel or hotel, where sleeping accommodations are provided for transient guests, and may also serve as the residence of the owner or manager.

BEEKEEPING. The keeping or raising of bees for commercial purposes.

BERM. A mound of soil, either natural or manmade.

BIG BOX RETAILER. As it relates to sign regulations, a commercial retail establishment that occupies a large, single-use building or connected series of buildings, typically with a floor area of 75,000 square feet or more, and often comprised of distinct areas devoted to specific functions or types of merchandise. These stores are often part of national or regional chains and generally include large surface parking areas and a warehouse-style layout. Examples include home improvement stores, warehouse clubs, department stores, and general merchandise retailers.

BIORETENTION FACILITY. An area which provides retention of stormwater through the use of vegetated depressions of approximately four to nine inches in depth with landscaping and engineered soil matrix, designed to collect, store, and infiltrate stormwater runoff. The invert of a bioretention facility is the bottom of the engineered soil matrix.

BOARD. The Marion County Board of County Commissioners.

BOAT YARD. A lot, tract, or parcel where facilities for the construction, reconstruction, major repair, maintenance, or sale of boats, marine engines, equipment, and services of all kinds are provided including marine railways, lifting, or launching services and marinas.

BOTTLE CLUB. A commercial premises to which any alcoholic beverage is brought for consumption on the premises.

BREAKAWAY WALL. A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces without causing damage to the elevated portion of the building or the supporting foundation system.

BUFFER. An area within a property or site, generally adjacent to and parallel with the property line, either consisting of natural existing vegetation or created by the use of trees, shrubs, buffer walls, buffer fences, or berms, designed to limit continuously the view of or sound from the site to adjacent sites, properties, or water bodies.

BUFFER FENCE. A permanent opaque vertical structure providing a barrier with a finished height of six feet measured from the adjacent grade or at a height as required otherwise.

BUFFER WALL. A permanent opaque vertical structure with concrete components including, but not limited to pillars, panels, block or brick, used within a buffer meeting the requirements of the Florida Building Code, and providing a barrier (whether for sound, wind, or, views) with a finished height of six feet measured from the adjacent grade or at a height as required otherwise.

BUILDABLE AREA. As it relates to hamlets, Rural Village District, and Rural Town, the remaining land area eligible for development purposes once areas of open space and open water are subtracted from the gross development lot/parcel/site.

BUILDING. Any structure designed for the habitation of persons or animals or for shelter of property.

BUILDING PERMIT. A permit issued by Marion County pursuant to the provisions of Article 2 of the Marion County Code of Ordinances, consistent with the provisions of the Florida Building Code as established by the State of Florida.

BUILDING SIGN. A sign displayed upon or attached to any part of the exterior of a building, including walls, windows, doors, parapets, marquees, and roof slopes of 45 degrees or steeper.

BUSINESS OR PROFESSIONAL OFFICE. A space within a building where commercial service activity is primarily conducted which may involve the sale of goods or commodities purely incidental to business services provided.

CALIPER OR TREE CALIPER. Tree caliper means an American National Standards Institute (ANSI) standard for the measurement of nursery trees. For trees up to six inches in diameter, caliper is measured at six inches above the ground level. Trees that are seven to twelve-inch caliper are measured at twelve inches above the ground.

CAMOUFLAGED ANTENNA AND/OR TOWER. A wireless communication antenna and/or tower designed to unobtrusively blend into the existing surroundings and be disguised to not have the appearance of a wireless communication antenna and/or tower. Camouflaged antennas and/or towers on buildings must be disguised to appear as an accessory structure or feature that is normally associated with the principal use occupying the property. Camouflaged antennas and/or towers must be disguised to blend in with other facilities on the property or existing vegetation, such as a tower constructed in the form and shape of a tree to be part of a forested area, or an antenna and/or tower constructed to be a component of a bell, clock, or water tower on sites with compatible buildings, or a component of a church steeple on sites with churches. Surface finish, paint and/or markings alone are insufficient to qualify for a determination as a camouflaged antenna and/or tower.

CAPACITY. Supply of public facility:

A. Available - capacity of public facility after subtracting demand and reserved capacity.

B. Design - capacity that public facility was designed for.

C. Programmed - capacity to be added to public facility by improvement.

D. Reserved - capacity that has been reserved for a specific development project.

CAPACITY RESERVATION FEE. Fee required which reserves facility capacity. Fee is credited towards applicable impact fees.

CAPITAL IMPROVEMENT. A physical asset constructed or purchased to provide, increase the capacity of, or replace a public facility.

CARPORT. A garage not completely enclosed by walls and doors.

CENTRALIZED SYSTEM. A water withdrawal, treatment, and distribution system (including fire hydrants) or a wastewater collection, treatment, and dispersal system that serves the needs of one or more residential or non-residential development projects. Centralized systems are generally owned, operated, and maintained by Marion County, a city, or a Public Service Commission-certificated entity. Types of facilities and systems not covered by the foregoing general definition are found in § 367.022 FS.

CHANGE OF USE. A discontinuance of an existing use and the substitution of a use of a different kind or class.

CLEAN DEBRIS. Any solid waste material that is virtually inert, that is not a pollution threat to ground or surface waters, that is not a fire hazard, and that is likely to retain its chemical and physical structure under expected conditions of disposal or use. The term includes earth, brick, glass, ceramics, and uncontaminated concrete including embedded pipe or steel, and other wastes designated by the FDEP.

CLEAN FILL. Granular soil free of roots, other vegetative material, and debris typically represented by an AASHTO Soil Classification A-3. Other AASHTO soil classifications may satisfy a requirement for "clean fill" if they meet industry specifications for various fill operations as accepted by FDOT or the Florida Building Code.

CLEARING. The uprooting or removal of vegetation in connection with development. This term does not include yard maintenance operations or other such routine property clean-up activities.

CLOSED BASIN. An internally drained watershed in which the runoff does not have a surface outfall up to and including the 100-year flood elevation.

CLUSTER DEVELOPMENT. A development design technique that concentrates buildings and infrastructure in specific areas on a site to allow the remaining land to be used for open space, preservation of environmentally sensitive areas, or agriculture.

CLUSTERING. The grouping together of principal structures and infrastructure on a portion or portions of a development site.

COLLOCATION. As it relates to antennas, the process of locating two or more antennas on an existing or proposed tower or antenna support structure.

COMMERCIAL VEHICLE. Any vehicle designed or used for the transport of people, livestock, goods, or things. This does not include private passenger vehicles and/or trailers used for private nonprofit transport of goods.

COMMERCIALLY DEVELOPED PARCEL. A parcel of property on which there is at least one walled and roofed structure used, or designed to be used, for purposes other than residential or agricultural.

COMMUNITY CENTER. A building designed and used as a meeting or recreation area to accommodate and serve the community in which it is located.

COMMUNITY RESIDENTIAL HOMES. Group homes or adult foster care facilities in which no more than 14 persons excluding staff reside and where program size and content is structured to meet the individual needs of the residents in these homes.

COMPLETELY ENCLOSED BUILDING. A building having a complete, permanent roof and continuous walls on all sides, either party walls or exterior walls, including windows and doors.

COMPREHENSIVE PLAN. The Marion County Comprehensive Plan as adopted by the Board pursuant to Ch. 163 FS.

CONCENTRATED ANIMAL FEEDING OPERATION. As defined in § 62-670.200 FAC.

CONCURRENCY MANAGEMENT SYSTEM. The policies, procedures, standards, and criteria that Marion County will utilize to assure that development orders and permits are not issued unless the necessary facilities and services are available concurrent with the impacts of development.

CONSERVATION EASEMENT. An easement established under § 704.06 FS, as amended, creating a right or interest in the real property in favor of the entity named in the easement.

CONSTRUCTION AND DEMOLITION DEBRIS (C&DD) DISPOSAL FACILITY. A facility for the disposal of "construction and demolition debris," as that term is defined in § 403.703(6) FS; also referred to as Construction and Demolition (C&D) Landfill.

CONSTRUCTION, EXISTING. As it relates to flood plain management, structures for which the "start of construction" commenced before January 19, 1983. This term may also be referred to as "existing structures."

CONSTRUCTION, NEW. As it relates to flood plain management, any structure for which the "start of construction" commenced on or after January 19, 1983. The term also includes any subsequent improvements to such structures.

CONSTRUCTION PERMIT. The permit issued by the Office of the County Engineer for construction of all required improvements including construction in private and public rights-of-way.

CONTIGUOUS PARCELS. Those parcels of land with at least one common property line.

CONTINUING IN GOOD FAITH. As it relates to vested rights, shall mean the final local development order for a project has been issued and has not expired, and no period of 180 consecutive days, or a previously approved time frame as agreed to by the County, has passed without the occurrence of development activity which significantly moves the proposed development toward completion; unless the developer establishes that such 180-day lapse or previously approved time frame lapse in development activity was due to factors beyond the developer's control; or unless development activity authorized by a final local development order has been substantially completed on a significant portion of the development subject to said final development order and has significantly moved the entire development toward completion.

CONTRACTOR. The person, firm, or corporation with whom the contract for work has been made by the owner, the developer, or the County in accordance with any applicable State laws.

COVENANTS, CONDITIONS AND RESTRICTIONS (CCR). Declaration of Covenants, Conditions and Restrictions, recorded in the public records for a development project.

CONVENIENCE STORE. Any retail establishment offering for sale food products, household, and sundry items, beverages, gasoline, and other similar goods, but not including sales of prescription drugs, alcoholic beverages for on-premises consumption, or any form of used merchandise sales, personal services, repair services, or any outdoor sales, service, storage, or display other than approved accessory gasoline pumps.

COPY. As it relates to signs, the linguistic or graphic content of a sign.

COUNTY. The government of Marion County as a political subdivision of the State of Florida; or the physical jurisdictional limits of Marion County as those boundaries described in § 7.42 FS.

COUNTY ENGINEER. The professional engineer retained by the Board of County Commissioners in the capacity of administering the Office of the County Engineer. The County Engineer may appoint designees to specific management and operation functions as appropriate.

CROSS-CONNECTION. Any physical arrangement whereby a Public Potable Water System is connected directly or indirectly with any other water supply system, sewer, drain, conduit, pool, storage reservoir (other than for storage of Potable Water by a Utility), plumbing fixture, or other device which contains or may contain contaminated water, wastewater or other waste, or liquid of unknown or unsafe quality which may be capable of imparting contamination to the Public Potable Water System as the result of Backflow. By-pass arrangements, jumper connections, removable sections, swivel or changeable devices, and other temporary or permanent devices through which or because of which Backflow could occur are considered to be Cross-Connections.

CROSS-CONNECTION CONTROL COORDINATOR (CCC). Utility Department Employee who is responsible for implementation of cross-connection control directives.

DECENTRALIZED SYSTEM. A water withdrawal, treatment, and distribution system (including fire hydrants) or wastewater collection, treatment and dispersal system that is designed to serve the needs of a single residential development project or non-residential development project. Decentralized systems are, further: (1) usually located within the boundaries of the development project; (2) not typically owned, operated, and maintained by Marion

County, a city, CDD, or Public Service Commission-certificated entity; and (3) considered as temporary facilities until a centralized system is available to serve the development project.

DEDICATION. An act of conveyance and acceptance of an interest in or use of property to a public or private entity. See §§ 177.031(6), (16); 177.081; and 177.085 FS (2012) for statutory requirements related to dedications. Mortgagees are required to join in dedications.

DEMAND. Quantifiable use of a public facility. See Capacity.

DESIGN FLOOD. The flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 202.]

(1) Area with a floodplain subject to a 1-percent or greater chance of flooding in any year; or

(2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

DESIGN FLOOD ELEVATION. The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet. [Also defined in FBC, B, Section 202.]

DEVELOPABLE AREA. The portion of a project area that lies outside sovereign submerged lands.

DEVELOPER. The person, firm, entity, or corporation engaged in developing or improving real estate for use or occupancy.

DEVELOPMENT. Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities. As it relates to vested rights, shall mean the particular development activity authorized by unexpired final local development order issued for a specific project is continuing in good faith. Also see §§ 163.3164(14), 163.3221(4), and 380.04 FS.

DEVELOPMENT AGREEMENT. An agreement between Marion County and additional parties specifying requirements of the parties in relation to a development application. Development Agreements are authorized by the "Florida Local Government Development Agreement Act," §§ 163.3220—163.3243 FS and are subject to the applicable provisions of those sections.

DEVELOPMENT AREA. See project area.

DEVELOPMENT ORDER. An official action granting, granting with conditions, or denying an application for a development permit consistent with this Code, § 163.3164 FS and Ch. 380 FS.

DIAMETER AT BREAST HEIGHT. Diameter at breast height (DBH) is a standard method of measuring the size of a tree. In the Forestry and Survey industries, this measurement is taken at 4.5 feet above the ground.

DIVIDER MEDIAN. A continual landscaped island located between lineal rows of parking which face head-to-head.

DOMESTIC WASTEWATER RESIDUALS. A domestic wastewater treatment by-product resulting from the biological treatment process and which is disposed of by application for agricultural or land reclamation purposes. Domestic wastewater residuals shall have the same meaning as "biosolids," as defined in rule § 62-640.200 FAC.

DOUBLE CHECK VALVE ASSEMBLY. A backflow prevention assembly which includes two internally loaded, independently operating spring loaded check valves, which are installed as a unit between two tightly closing resilient-seated shutoff valves and fittings with properly located test cocks.

DRAFT HYDRANTS. Draft hydrants are standard fire hydrants but are supplied by a static water source. Normally these hydrants are not supplemented by a fire pump and rely on a fire department engine to draft from the source. These draft hydrants have little to no pressure and function similar to a dry hydrant tank.

DRAINAGE DETENTION AREA (DDA). See water detention area.

DRAINAGE RETENTION AREA (DRA). See water retention area.

DRIPLINE. An imaginary line on the ground defined by vertical lines extending from the outermost tips of tree to the ground or the area within a radius of one foot for each one inch DBH of the tree, whichever is greater.

DRIVEWAY APRON. That portion of a driveway lying between the street right-of-way line and the edge of the travel lane of the street.

DROUGHT TOLERANT VEGETATION. Plants which have the ability to survive without supplemental irrigation through periods of drought characteristic of the north-central Florida region, excluding invasive plant species.

DRUGSTORE (the term Pharmacy is included). An establishment that is either:

(1) Engaged in the retail sale of prescription drugs and nonprescription medicines pursuant to Chapter 465, FS; or

(2) That is both:

a. Licensed, at all times, as a "medical marijuana treatment center" pursuant to Section 381.986, FS (2017); and

b. Operated in accordance with all provisions of such statute and all other statutes or regulations governing the medical dispensation of marijuana pursuant to Florida law.

By way of example and not limitation, as the requirements of this subsection are cumulative, any establishment that may have been licensed as a medical marijuana treatment center but is not operated in accordance with Florida law, shall no longer constitute a drugstore, and hence is no longer a permitted use in zoning districts where drugstores are permitted.

DRYLINE PERMIT. A construction permit for sewer lines issued with certain special conditions applied.

DUCTILE IRON PIPE RESEARCH ASSOCIATION (DIPRA). Any reference to DIPRA Standards shall be taken to mean the most recently published revision unless otherwise specified.

DUDE RANCH. A vacation resort offering activities typical of western ranches such as horseback riding.

DUE PUBLIC NOTICE. Publication of notice of the date, time, and place of a required public hearing; the title or titles of proposed ordinances, and the place within the County where such proposed ordinances may be inspected by the public. The notice shall also advise that interested parties may appear at the public hearing and be heard with respect to the proposed ordinance. Publication of notice shall be given at least ten days prior to said public hearing in a newspaper of general circulation in the County. Due public notice for public hearings of the Planning and Zoning Commission and the Board for land use permits shall include mailed written notice to all owners of property, within 300 feet of the boundaries of the property subject to the land use change, whose address is known by reference to the latest ad valorem tax records and to all parties of interest who timely request such notice in writing to the Growth Services Director or designee. The mailed notice shall include a brief explanation of the land use permit request and a location map identifying the property under consideration and shall notify the person of the time, date and location

of all public hearings. Notices shall also be posted in a conspicuous place or places on or around such lots, parcels, or tracts of lands requesting the land use change. Affidavit proof of the required publication, mailing and posting of the notice shall be presented at the hearing by the Growth Services Director, or designee, to the Clerk of the Court. For land use changes initiated by the County, and for ordinances that change the actual lists of permitted, conditional or prohibited uses within a zoning category, the provisions of § 125.66(4) FS shall apply.

DWELLING UNIT. Any structure or portion thereof which is designed for or used for residential purposes as a self-sufficient or individual unit by one family or other social association of persons.

ELECTRIC SUBSTATION. An electric substation which takes electricity from the transmission grid and converts it to a lower voltage so it can be distributed to customers in the local area on the local distribution grid through one or more distribution lines less than 69 kilovolts in size.

ELEVATED BUILDING. A non-basement building built to have the lowest floor elevated above the ground level by foundation walls, posts, piers, columns, pilings, or shear walls.

ELEVATION. The vertical height or heights relative to a defined datum.

EMPHASIS. As it relates to the adult entertainment business, "emphasis" or "emphasis on" means that the type of matter specified is the apparent matter upon which the particular work or exhibition is based, or that the matter specified is a substantial portion of such work or exhibition.

ENCROACHMENT. The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

ENVIRONMENTALLY SENSITIVE LANDS. Lands or areas which include environmental or other natural features and/or characteristics as identified by Comprehensive Plan Conservation Element Policy 1.1.1.

EQUINE CENTER. A facility identified and designated by the Board as a unique and specialized destination for regional, state, and national equine interests and activities that further the County's equine identity as "The Horse Capital of the World."

EQUIVALENT RESIDENTIAL CONNECTION (ERC). A unit of measurement representing capacity demand of 300 gallons per day for wastewater or 350 gallons per day for water.

ERECT A SIGN. To construct, reconstruct, build, relocate, raise, assemble, place, affix, attach, create, paint, draw, or in any other way bring into being or establish a sign. It shall not include any of the foregoing activities when performed as an incident to a change of message or routine maintenance.

ESTABLISHED CHURCH. Established place of meeting or worship at which non-profit religious services are regularly conducted and carried on.

EXCEPTION. As it relates to vested rights, shall mean an exception to the densities required in the Future Land Use Element for parcels of record as of January 1, 1992 for the construction of one residential unit. Exceptions apply to density only and do not exempt parcels from any other requirement of the Comprehensive Plan.

EXISTING BUILDING AND EXISTING STRUCTURE. Any buildings and structures for which the "start of construction" commenced before January 19, 1983. [Also defined in FBC, B, Section 202.]

EXISTING MANUFACTURED HOME PARK OR SUBDIVISION. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before January 19, 1983.

EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION. The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

EXTRACTION OR RESOURCE EXTRACTION. The removal of resources from their location so as to make them suitable for commercial, industrial, or construction use, but does not include excavation solely in aid of on-site farming or on-site construction, nor the process of searching, prospecting, exploring, or investigating for resources by drilling.

FAILING. As defined in § 64E-6.002 FAC and periodically amended: a condition existing within an onsite sewage treatment and disposal system which prohibits the system from functioning in a sanitary manner and which results in the discharge of untreated or partially treated wastewater onto ground surface, into surface water, into ground water, or which results in the failure of building plumbing to discharge properly.

FAMILY. One or more persons occupying the whole or part of a dwelling unit and living as a single, housekeeping unit provided that a group of four or more persons who are not within the second degree of kinship shall not be deemed to constitute a family, except as set forth in Title VIII of the Civil Rights Act of 1968 and as subsequently amended by the Fair Housing Amendments Act of 1988.

FAMILY/GUEST COTTAGE/APARTMENT. A small detached dwelling unit for use by immediate family members or guests which is an accessory use to a single-family dwelling. The cottage may be a removable, modular structure, or a conventionally constructed structure, and shall be compatible with the existing dwelling. It shall be designed as an independent living unit smaller than the primary structure.

FEEDLOT. A confined area or structure, pen or corral, used to fatten livestock for a period of at least 30 days prior to final shipment.

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA). The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

FENCE. A vertical structure used to provide a physical division between areas.

FIRE LINE. Piping from the water main to point of delivery exclusively providing fire protection.

FISH HATCHERY. Establishments primarily engaged in hatching fish, not including fish or farm ponds.

FLAG LOT. A parcel of land shaped like a flag with a narrow strip providing access; the bulk of the property contains no frontage.

FLOOD OR FLOODING. A general and temporary condition of partial or complete inundation of normally dry land areas from:

(1) The overflow of inland or tidal waters.

(2) The unusual and rapid accumulation or runoff of surface waters from any source.

FLOOD DAMAGE-RESISTANT MATERIALS. Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 202.]

FLOOD HAZARD AREA. The greater of the following two areas: [Also defined in FBC, B, Section 202.]

(1) The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.

(2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

FLOOD INSURANCE RATE MAP (FIRM). The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 202.]

FLOOD INSURANCE STUDY (FIS). The official hydraulic and hydrologic report provided by FEMA. The study contains an examination, evaluation, and determination of flood hazards, and, if appropriate, corresponding water surface elevations, or an examination, evaluation, and determination of mudslide (i.e., mudflow) and other flood-related erosion hazards. The study may also contain flood profiles, as well as the FIRM, FHBM (where applicable), and other related data and information.

FLOODPLAIN ADMINISTRATOR. The office or position designated and charged with the administration and enforcement of Flood Plain regulations within Article 5 Division 3 (may be referred to as the Floodplain Manager).

FLOODPLAIN DEVELOPMENT PERMIT OR APPROVAL. An official document, certificate or development order issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with Article 5, Division 3.

FLOOD PLAIN ELEVATIONS. The elevations established along waterbodies and in closed drainage basins which represent the hydraulic gradients for the predicted 25-Year and 100-Year flood plains. The 100-Year flood plain is shown on the adopted Marion County Flood Insurance Rate Maps. The elevations may be established by the Flood Plain Administrator or designee; by a Florida Licensed Surveyor and Mapper and approved by the Flood Plain Administrator or along the Rainbow River as established by Southwest Florida Water Management District Profiles dated July 13, 1973.

FLOOD PLAIN MANAGEMENT. The operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the flood plain, including but not limited to emergency preparedness plans, flood control works, flood plain management regulations, and open space plans.

FLOOD PLAIN MANAGEMENT REGULATIONS. This term describes Federal, State of Florida, or local regulations in any combination thereof and other applications of police power which control development in flood-prone areas, which provide standards for preventing and reducing flood loss and damage.

FLOODPROOFING. Any combination of structural and non-structural additions, changes, or adjustments to structures, which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

FLOODWAY. The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot. [Also defined in FBC, B, Section 202.]

FLOODWAY ENCROACHMENT ANALYSIS. An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

FLOODWAY FRINGE. That area of the flood plain on either side of the regulatory floodway where encroachment may be permitted without additional hydraulic and/or hydrologic analysis.

FLOOR AREA. Area of all floors of buildings or structures, measured to the outside of the exterior walls.

FLOOR AREA RATIO (FAR). The gross floor area of all buildings or structures on a lot divided by the total lot area.

FLORIDA BUILDING CODE. The family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

FOOD SERVICE FACILITIES. Any commercial facility that generates wastewater through the processing and preparation of food, including restaurants and other commercial facility where food is processed or prepared. It does not include facilities that only sell pre-processed or pre-packaged foods.

FREEBOARD. The additional height, usually expressed as a factor of safety in feet, above a flood level for purposes of flood plain management. Freeboard tends to compensate for many unknown factors, such as wave action, bridge openings and hydrological effect of urbanization of the watershed that could contribute to flood heights greater than the height calculated for a selected frequency flood and floodway conditions.

FRONT BUILDING LINE. A line measured between side lot lines no closer than the front setback and equal to the minimum lot width.

FUNCTIONALLY DEPENDENT USE. As it relates to floodplain management, a use that cannot be used for its intended purpose unless it is located or carried out in close proximity to water, including only docking or port facilities necessary for the loading and unloading of cargo or passengers, and shipbuilding or ship repair facilities. The term does not include long-term storage, manufacture, sales, or service facilities.

GREEN SPACE. A parcel or area of land which is developed, planted, and maintained with trees, shrubs, groundcovers or turfgrass or a combination thereof, and is reserved for a yard area, landscape area, public or private park or recreation area, drainage retention areas and other similar areas.

GROUND SIGN. A sign that is supported by one or more columns, upright poles, or braces extended from the ground or from an object on the ground, or that is erected on the ground, where no part of the sign is attached to any part of a building.

GROWTH SERVICES DIRECTOR. Growth Services Director or his designee.

HARDSHIP. As it relates to flood plain management and variances to the flood plain overlay zone, the exceptional hardship associated with the land that would result from a failure to grant the requested variance. The community requires that the variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

HAZARD. A cross-connection or potential cross-connection which involves an actual or potential threat to the quality and/or potability of the water supplied by a public potable water system. The degree of hazard associated with any private water system shall be determined from an evaluation of the conditions existing within that system.

HEALTH HAZARD. A hazard involving any substance that could, if introduced into the public potable water system, cause death or illness, spread disease, or have a high probability of causing such effects.

HEAVY MACHINERY OR EQUIPMENT. Machinery used primarily by the construction, mining, well drilling, oil and gas industries and including overhead traveling cranes, hoists, and monorail systems for installation in factories, warehouses, marinas, and other industrial and commercial establishments.

HEIGHT OF BUILDING. The vertical distance from the established grade at the center of the front of the building to the highest point of the roof surface for a flat roof, to the deck line for a mansard roof and the height of the ridge for gable, hip, and gambrel roofs.

HIGH VOLUME IRRIGATION. An irrigation system (or zone) which utilizes heads or emitters with application rates higher than 0.5 gpm.

HIGHEST ADJACENT GRADE. The highest natural elevation of the ground surface, prior to the start of construction, next to the proposed walls or foundation of a structure.

HISTORIC STRUCTURE. Any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings.

HOME OCCUPATION. Any business or commercial activity that is:

A. Conducted within a single family dwelling unit in a residential zoning classification and is incidental to the principal residential use of the premises, or

B. Conducted on the same tract with the principal structure in an agricultural zoning classification, and

C. Which is a permitted use within the agricultural zoning classification and conducted without significantly adverse impact on the surrounding area.

HORIZONTAL DATUM. An accepted current coordinate system used to describe a point on the earth's surface pre-approved by the Office of the County Engineer.

HOUSE OF WORSHIP. A structure whose principal use is public assembly for worship and teaching of religious concepts.

HOUSEHOLD PET. All animals which are normally considered as household pets and which can be maintained and cared for within the living space of a residence or outside the residence. Such animals may include but are not limited to dogs, cats, small reptiles, small rodents, fish, small birds such as parrots and parakeets, and other similar animals.

ILLUMINATED SIGN. A sign which contains a source of light or which is designed or arranged to reflect light from an artificial source including indirect lighting, neon, incandescent lights and backlighting.

IMPERVIOUS SURFACES. Those surfaces which do not absorb water including but not limited to, buildings, paved parking areas, driveways, roads, sidewalks, patios and any areas covered by brick, concrete, concrete pavers, or asphalt paving materials.

INDUSTRIAL/COMMERCIAL PARK. A tract of land that is planned, developed, and operated as an integrated facility for a number of individual industrial or commercial or mixed uses.

INFRASTRUCTURE. Facilities and services needed to sustain residential, commercial, and industrial activities. Infrastructure includes, but is not limited to, water and sewer, streets, street signage, drainage, parks and open space, and other public facilities.

INSTITUTIONAL USE. A nonprofit, religious, or public use, such as a church, library, public or private school, hospital, community home, convalescent home, adult congregate living facility, or government owned or operated building, structure, or land used for public purpose or benefit.

INTENSIVE RECREATIONAL AREAS. Sites which provide location for uses such as football, baseball, softball, soccer, and golf courses excluding such areas as secondary and tertiary roughs and out-of-bound areas. Only such sports related fields shall fit this definition while common areas and open spaces between such fields shall not be exempt from irrigation design standards or watering restrictions.

IRRIGATION. The application of water by manmade means to plant material and turfgrass.

JUNK. Used and discarded machinery, scrap, iron, steel, other ferrous and non-ferrous metals, inoperative vehicles, tools, implements or portions thereof, glass, plastic, cordage, building materials, or other waste.

JUNK YARD. A parcel of land on which junk is collected, stored, salvaged or sold, including automobile recycling facilities.

KARST FEATURE. A landform that has been modified by dissolution of soluble rock, including limestone or dolostone. These include springs, spring runs, sinkholes, solution pipes, swallets and swallow holes. A directly or indirectly connected karst feature is one where no confining layer of sediment exists to prevent runoff from directly or indirectly entering the Floridan Aquifer system.

KENNEL. Any place or premises where four or more dogs or cats, over four months of age are groomed, bred, raised, boarded, or trained for compensation or income.

LANDSCAPABLE AREA. The entire parcel less the building footprint, natural water features, surfaced and un-surfaced driveways and parking areas, road rights-of way, hardscapes such as decks and patios, and other non-planted areas. Landscapable area excludes golf course play areas, other intensive recreation areas (e.g. soccer fields, ball diamonds, etc.) and any part of a constructed stormwater management system that has a design stage or storage depth three feet or greater.

LANDSCAPE ARCHITECT. The County's Landscape Architect or his designee.

LANDSCAPE ISLAND. A raised area, usually curbed, placed to guide traffic and separate lanes, and used for landscaping, signage, or lighting.

LEASABLE/INTERIOR AREA. The area of open floor space within a structure's exterior walls and excluding the interior walls.

LETTER OF MAP CHANGE (LOMC). An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

(1) **LETTER OF MAP AMENDMENT (LOMA):** An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

(2) **LETTER OF MAP REVISION (LOMR):** A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

(3) **LETTER OF MAP REVISION BASED ON FILL (LOMR-F):** A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

(4) **CONDITIONAL LETTER OF MAP REVISION (CLOMR):** A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

LEVEL OF SERVICE. An indicator of the extent or degree of service provided by, or proposed to be provided by, a facility based on and related to the operational characteristics of the facility. Level of service indicates the capacity per unit of demand for each public facility.

LEVEL OF SERVICE STANDARD. The level of service a facility is not to exceed as established in the Comprehensive Plan.

LIGHT-DUTY TRUCK. As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

(1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or

(2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or

(3) Available with special features enabling off-street or off-highway operation and use.

LISTED SPECIES. Those species identified by the USFWS and/or FWC as endangered, threatened, or special concern.

LIVESTOCK. Includes, but is not limited to, all animals of the equine, ratite, bovine, or swine class, including goats, sheep, mules, horses, llamas, alpacas, hogs, cattle, poultry, emus, ostriches, and other grazing animals. The term livestock shall specifically exclude specialty animals.

LOCALLY SIGNIFICANT NATURAL RESOURCES. Lands or areas which include environmentally sensitive lands or other features and/or characteristics as identified by Comprehensive Plan Conservation Element Policy 1.1.2.

LOT. A designated parcel, tract, or area of land established by a plat or otherwise as permitted by law and to be used, developed, or built upon as a unit.

LOT AREA. The size of a lot measured within the lot lines and expressed in terms of acres or square feet.

LOT DEPTH. The dimension from the center of the front of the lot to the center of the rear of the lot.

LOT LINE. The boundary line of a lot.

A. **LOT LINE, FRONT.** The line abutting the street right-of-way or point of access which for corner lots shall be determined by the property owner.

B. **LOT LINE, REAR.** The lot line opposite to and most closely paralleling the front lot line.

C. **LOT LINE, SIDE.** Any lot line other than a front or rear lot line.

LOT WIDTH. The horizontal distance between the side lot lines measured at the front property line. For lots located on a curve, it shall be the chord distance of the curve at the front property line.

LOW VOLUME IRRIGATION. Irrigation by a system which utilizes devices that irrigate at rates of 0.5 gpm or less, allowing water to be placed with a high degree of efficiency at the root zone of each plant.

LOWEST ADJACENT GRADE. The lowest elevation, after the completion of construction, of the ground, sidewalk, patio, deck support, or basement entryway immediately next to the structure.

LOWEST FLOOR. The lowest floor of the lowest enclosed area of a building or structure (including basement), but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24. [Also defined in FBC, B, Section 202.].

MANUFACTURED BUILDING. A structure bearing a seal issued by the Florida Department of Community Affairs certifying that it is built in compliance with the requirements of the Florida Manufactured Building Act of 1979.

MANUFACTURED HOME. A structure bearing a label certifying that it is built in compliance with the Federal Manufactured Housing Construction and Safety Standards (24 CFR 3280) HUD Code. For floodplain management purposes, it is a structure, transportable in one or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.]

MANUFACTURED HOME/MOBILE HOME PARK OR SUBDIVISION. A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

MANUFACTURED HOME PARK OR SUBDIVISION, EXISTING. As it relates to the Flood Plain Overlay Zone, a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) was completed before January 19, 1983.

MANUFACTURED HOME PARK OR SUBDIVISION, NEW. As it relates to the Flood Plain Overlay Zone, a manufactured home park, or subdivision, for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) and was completed on or after January 19, 1983.

MANUFACTURING. A commercial or industrial activity involved in the research, development, assembly, production, testing, or processing of goods, materials, components, devices, equipment, or systems.

MARINA. A premises located adjacent to water bodies, canals, or water ways providing wet or dry storage and all accessory facilities.

MARION-FRIENDLY LANDSCAPING. The use of plants (and non-plant materials such as mulch) and landscape designs and practices that are compatible with the natural environment and climate of Marion County. Marion-Friendly Landscaping minimizes the use of turfgrass that is irrigated and fertilized, and maximizes the use of plants that tolerate sandy soils and drought conditions characteristic of north-central Florida.

MARION-FRIENDLY LANDSCAPING AREA (MFLA). That portion of a new or expanded development that through the approved development plans, documents, and deed restrictions, is identified to be maintained as Marion-Friendly Landscaping and where the use of high volume irrigation, non-drought tolerant plants, and lawn chemicals (fertilizers and pesticides) on turfgrass is prohibited.

MARKET VALUE. As it relates to floodplain management, the price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in Article 5, Division 3, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value can be established by an independent certified appraisal (other than a limited or curbside appraisal, or one based on income approach), actual cash value (replacement cost depreciated for age and quality of construction of building), or adjusted tax-assessed values adjusted to approximate market value by a factor provided by the Property Appraiser.

MARQUEE. A structure projecting from and supported by a building which extends beyond the building line or property line and fully or partially covers a sidewalk, public entrance, or other pedestrian way.

MCUD DIRECTOR. Marion County Utilities Department Director, or his designee.

MINI-WAREHOUSE (SELF-SERVICE STORAGE FACILITY). A building, or group of buildings, consisting of individual, small, self-contained units that are leased or owned for the storage of business and household goods or contractors supplies.

MOBILE HOME. A transportable structure designed to be:

A. Used as a year-round residential dwelling, built prior to enactment of the Federal Manufactured Housing Construction and Safety Standards, which became effective for all manufactured home construction on June 15, 1976, and

B. Any vehicle without independent motive power which is designed for housing accommodations and transportation over the highways on a chassis under carriage, which is an integral part thereof, but does not include travel trailers or recreational units as defined by § 320.01 FS. This definition shall include any unit which meets the criteria above and is certified by the Department of Safety and Motor Vehicles as meeting requirements of as defined in Ch. 320 FS.

MODEL HOME. A single-family dwelling unit, or units, used by a home builder to illustrate the features available to a potential purchaser of a dwelling unit when constructed on a different lot, parcel, or tract.

MODEL HOME SALES LOT OR MODEL HOME COMPLEX. Model homes designed in a cluster to create a sales facility.

MODIFY. Regarding towers, modify shall include all structural changes to a tower other than routine maintenance, including, without limitation, structural modifications, rebuilding, or relocating on the same parcel. Modify does not include adding additional or different antennas, or deleting or removing antennas.

MONOPOLE TOWER. A tower consisting of a single pole, or spine, self supported by a permanent foundation, and constructed without guy wires and ground anchors.

MULTI-DWELLING. A structure which contains three or more dwelling units.

MULTI-FAMILY. Any residential development project that consists of more than two dwelling units per building, or eight dwelling units or more per gross acre.

MULTIPLE OCCUPANCY COMPLEX. A commercial occupancy (i.e. any occupancy other than residential or agricultural) consisting of a parcel of property, or parcel of contiguous properties, existing as a unified or coordinated project, with a building or buildings housing more than one occupant, or more than one business under one ownership.

NATIVE TREE. A self-supporting woody plant which normally grows to a height of ten feet or more and which is classified as native vegetation.

NATIVE VEGETATION. Those species occurring within the state boundaries prior to European contact, according to the best available scientific and historical documentation. It includes those species understood as indigenous, occurring in natural associations and habitats that exist prior to significant human impacts.

NATURAL AREA. Undeveloped lands considered to be in, or maintained in, an undisturbed or unmodified condition which provide habitat or natural open space.

NEW CONSTRUCTION. For the purposes of administration of Article 5, Division 3 and the flood resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after January 19, 1983 and includes any subsequent improvements to such structures.

NEW MANUFACTURED HOME PARK OR SUBDIVISION. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at

a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after January 19, 1983.

NIGHTCLUB. A bar or similar establishment providing food, refreshments, or alcoholic beverages wherein dancing is permitted or paid entertainment is provided.

NONCONFORMING LOT. A lot of record which does not conform to the current minimum requirements for a lot in the zoning classification in which it is located.

NONCONFORMING STRUCTURE. A building or structure which does not conform to the current minimum requirements for such structure in the zoning classification in which it is located.

NONCONFORMING USE. A use which is not a permitted use, or special use, in a current zoning classification.

NON-CONTIGUOUS PARCELS. Those parcels that do not have any common property lines, or which are separated by platted or unplatted roads, streets, or alleys which have been dedicated for public use, or prescriptive easements for road right-of-way purposes.

NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988. The vertical control datum of orthometric height established for vertical control surveying in the United States of America based upon the General Adjustment of the North American Datum of 1988.

OCCUPANT (OCCUPANCY). One who has certain legal rights to or control over the premises he occupies; the state of being an occupant.

OFF-SITE SIGN. A sign that identifies or communicates a commercial or non-commercial message related to an activity conducted, or service rendered, or a commodity sold at a location or on a parcel other than where the sign is located.

ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM (OSTDS). Also referred to as a septic system.

ON-SITE SIGN. A sign that identifies or communicates a commercial or non-commercial message related to an activity conducted, service rendered, or a commodity sold, at the location where the sign is installed.

OPEN BASIN. All watersheds not meeting the definition for Closed Basin.

OPEN SPACE. Land area restricted or not developed depending on its designation as natural open space or improved open space consistent with the provisions of Section 6.6.6.

ORDINARY HIGH WATER LINE (OHWL). The highest reach of a navigable, nontidal waterbody as it usually exists when in its ordinary condition and is not the highest reach of such waterbody during the high water season or in times of freshets. The term also includes the terms "ordinary high-water line" and "line of ordinary high water."

OUTSIDE STORAGE. The storage or display, outside of a completely enclosed building, of merchandise offered for sale or rent as a permitted use or of equipment, machinery, and materials used in the ordinary course of a permitted use.

OWNER. The person, firm, corporation, or governmental unit holding title of the real estate upon which construction is to take place.

PACKAGE STORE. A premises in which alcoholic beverages are sold for off-premises consumption.

PARCEL. A continuous quantity of land in the possession of or owned by, or recorded as the property of the same person or persons. A parcel may consist of contiguous platted lots.

PARCEL OF RECORD. A designated parcel, tract, or area of land established by plat, metes and bounds description, or otherwise permitted by law, to be used, developed or built upon as a unit, which complies with the

applicable building codes and zoning regulations, and which existed on or before January 1, 1992, and under one ownership as of August 11, 1993.

PARK. Land which is used for active or passive recreational purposes, whether dedicated public or private.

PARK MODEL OR PARK TRAILER. A transportable unit which has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures or appliances or; a park trailer constructed to ANSI A-119.5 standards which does not exceed 400 square feet gross floor area or; a park trailer constructed to US Department of Housing and Urban Development Standards which does not exceed 500 square feet gross floor area.

PARKING AREA. An open area, other than a street or other public way, used for the parking of motor vehicles.

PARKING LANE. A lane located on the side of a street, designed to provide on-street parking of a motor vehicle.

PARKING SPACE. An area provided for the parking of a motor vehicle.

PASSIVE RECREATION. Those recreational activities afforded by such natural resources as the native flora, fauna, and aesthetic appeal of a natural setting and requiring minimal development to utilize and enjoy such resources. These activities include hiking, nature watching, unstructured play, picnicking, horseback riding and bicycle riding.

PERMEABILITY. The capacity of a porous medium for transmitting water.

PLANNED UNIT DEVELOPMENT (PUD). A designated contiguous area of property for the comprehensive development of a single use or of mixed uses.

PLANNING/ZONING MANAGER. Planning /Zoning Manager or designee.

PLAT. A map, or delineated representation of the subdivision of lands, being a complete exact representation of the subdivision and complying with this Code and Ch. 177 FS.

PLAYGROUND. Properties and facilities owned and operated by any governmental agency, or owned and operated by any private agency, including day care centers, which are open for recreational or child care purposes.

POINT OF CONNECTION. The outlet side of the meter designated to serve the customer.

PORTABLE SIGN. Any sign which is designed to be transported by trailer or on its own wheels, including such signs whose wheels have been removed and the remaining chassis or support structure converted to an A- or T-frame sign and anchored temporarily to the ground.

POTABLE WATER. Water that is suitable for human consumption.

POTENTIOMETRIC SURFACE (POTENTIOMETRIC HEAD). The level to which water would rise in a tightly cased well penetrating an aquifer. The water table and artesian pressure surfaces are particular potentiometric surfaces.

PRESSURE VACUUM BREAKER ASSEMBLY. A backflow prevention assembly which includes an independently operating, internally loaded check valve; an independently operating, loaded air inlet valve located on the discharge side of the check valve; and properly located test cocks and tightly closing resilient-seated shut-off valves attached at each end of the Assembly. This assembly shall not be used if back pressure could develop in the downstream piping.

PRINCIPAL STRUCTURE. A structure on a lot or parcel which is used, arranged, adapted or designed for the predominant or primary use for which the lot or parcel is or may be used.

PRINCIPAL USE. The primary or predominant use of a lot, parcel, structure, or structure and land in combination.

PRIVATE CLUB. A premises used for meetings or activities of persons in which use is restricted to members and guests.

PRIVATE PERFORMANCE. As it relates to the adult entertainment business, modeling, posing or the display or exposure of any specified anatomical area by an employee or independent contractor using the premises under a contract or lease, of an adult entertainment establishment to a person other than an employee while the person is in an area within the establishment not accessible during such display to all other persons in the establishment, or while the person is in an area in which the person is totally or partially screened or partitioned during such display from the view of all persons within the establishment.

PROGRAM DEFICIENCY. As it relates to the flood plain overlay zone, a defect in the community's flood plain management regulations or administrative procedures that impairs effective implementation of those flood plain management regulations or of the standards required by the National Flood Insurance Program.

PROHIBITED CONNECTION. Any connection of an unsafe system to a safe system as deemed by the MCUD.

PROJECT AREA. The limits of the land area identified on a plan where project improvements and features are proposed.

PUBLIC ACCESS REUSE. The application of reclaimed water to an area that is intended to be accessible to the general public; such as golf courses, cemeteries, parks, landscape areas, hotels, motels, and highway medians. Public access areas include private property that is not open to the public at large, but is intended for frequent use by many persons. Public access areas also include residential dwellings. Presence of authorized farm personnel or other authorized treatment plant, utilities system, or reuse system personnel does not constitute public access. Irrigation of exercise areas and other landscape areas accessible to prisoners at penal institutions shall be considered as irrigation of public access areas.

PUBLIC AREAS. Areas such as parks, playgrounds, trails, paths and other recreation areas and open spaces; scenic and historic sites; schools and other properties, buildings and structures which have been or will be conveyed or dedicated to the County or other public body.

PUBLIC FACILITIES. Transportation systems or facilities, sewer systems or facilities, solid waste systems or facilities, drainage systems or facilities, potable water systems or facilities, schools, and parks and recreation systems or facilities. This includes privately operated sewer and water systems that are classified as public systems.

PUBLIC POTABLE WATER SUPPLY SYSTEMS. Wells, treatment systems, disinfection systems, reservoirs or other storage and high service pumps, pipes, lines, valves, meters, water mains, laterals, and services, used or having the present capacity for future use in connection with the obtaining and supplying of potable water for domestic consumption, fire protection, irrigation, consumption by business, or consumption by industry. Without limiting the generality of the foregoing definition, the system shall embrace all necessary appurtenances and equipment and shall include all property, rights, easements and franchises relative to any such system and deemed necessary or convenient for the operation thereof.

PUBLIC SAFETY AND NUISANCE. As it relates to the flood plain overlay zone, anything which is injurious to safety or health of the entire community or a neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

QUALIFYING NATURAL AREA/COMMUNITY. Those lands identified by the FDEP and the Florida Natural Areas Inventory (FNAI) produced by FDEP as significant areas which are relatively undisturbed and include flora or fauna that reflect the conditions of the area at the time colonial settlement occurred in Florida and Marion County.

RAPID-RATE LAND APPLICATION (RRLA). The use of percolation ponds or rapid infiltration basins (RIBs) or subsurface absorption fields, as described in Ch. 62 FAC.

RECEIVING AREA. Lands designated by one or more of Marion County's Transfer of Rights Programs (TRPs) as eligible to receive Transferrable Credits (TDCs) for use in adding residential dwelling units in conjunction with or in addition to other permitted development activity on the designated lands wherein the lands are depicted on Marion County Comprehensive Plan Future Land Use map Series Map 1, *Marion County 2035 Future Land Use Map*, or Map 13, *Transfer of Rights*.

RECLAIMED WATER. Water that has received at least advanced secondary treatment and high level disinfection. Water receiving additional treatment may be used in public access areas, when in compliance with the FDEP requirements pursuant to § 62-610 FAC.

RECORDED SUBDIVISION. A platted subdivision of lands, approved by the Board of County Commissioners, which has a final plat recorded in the public records of Marion County consistent with this Code and Ch. 177 FS.

RECREATION VEHICLE PARK. A tract of ground upon which three or more single-family camp cottages, tents or recreational vehicles are located or maintained for accommodation of transients whether or not a charge is made.

RECREATIONAL FACILITY. Any public or private structure or facility used for active recreational pursuits, including such facilities as golf courses, tennis courts, racquetball courts, handball courts, baseball fields, soccer fields, football fields, basketball courts, swimming pools, jogging or exercise trails, and similar facilities.

RECREATIONAL VEHICLE. A vehicle, including a park trailer, which is: [see in section 320.01, F.S.)

(1) Built on a single chassis;

(2) Four hundred (400) square feet or less when measured at the largest horizontal projection;

(3) Designed to be self-propelled or permanently towable by a light-duty truck; and

(4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

REDUCED-PRESSURE PRINCIPLE ASSEMBLY. A Backflow Prevention Assembly which includes two independently acting check valves; a hydraulically operating, mechanically independent pressure differential relief valve located both between the check valves and below the first check valve; and properly located test cocks and tightly closing resilient-seated shut-off valves attached at each end of the Assembly.

REGISTERED DIVISIONS OF LAND. A map or survey of divisions of land three acres or larger in size, including "flag lots" as that term is commonly known in Marion County, and which was filed and accepted by Marion County prior to January 1, 1992.

REGULATED USES OR ADULT AND SEXUALLY-ORIENTED BUSINESS. Uses such as but not limited to adult book store or film store, adult booth, adult cabaret, and adult theater or mini-motion theater or drive-in.

REGULATORY FLOODWAY. The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

REMEDY A DEFICIENCY OR VIOLATION. As it relates to the flood plain overlay zone, to bring the regulation, procedure, structure or other development into compliance with State of Florida, Federal or local flood plain management regulations; or if this is not possible, to reduce the impacts of its noncompliance. Ways the impacts may be reduced include protecting the structure or other affected development from flood damages, implementing

the enforcement provisions of the Flood Plain Overlay Zone in Article 5 or otherwise deterring future similar violations, or reducing Federal financial exposure with regard to the structure or other development.

REMODELING. Any change, partial removal, partial replacement, or addition to buildings.

RESIDENTIAL DUAL CHECK. A compact, mechanical Backflow Prevention Device manufactured with two independently acting, spring actuated check valves.

RESIDENTIAL SERVICE ADDRESS. A metered residential address whose private water systems serve only residential dwellings the total of which is designed to house no more than four families.

RESIDENTIAL USES. One-family dwellings, two-family dwellings, and multi-family dwellings.

RESIDUALS. Biosolids from a permitted wastewater treatment or water reuse facility and septage from an OSTDS.

RETAIL SALES. Any business activity, and related services, customarily selling goods and commodities for profit.

RETAINING WALL. A structure erected between lands of different elevation to protect structures or to prevent the loss of earth from the upper slope level.

RIVERINE. Relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

ROOF LINE. A horizontal line intersecting the highest point or points of a roof.

ROOF SIGN. A sign placed above the roof line of a building or on or against a roof slope of less than 45 degrees as measured from the vertical plane.

RUNOFF. The surface flow of stormwater.

RURAL AREA. Lands located outside the Urban Growth Boundary (UGB) as designated by the Comprehensive Plan Future Land Use Map Series Map 1 *Marion County 2035 Future Land Use Map* excluding those lands bearing an Urban Area land use designation as specified in Comprehensive Plan Future Land Use Element Appendix A, Table A-1 *Land Use Classifications and Standards*.

SAFE YIELD. The overage annual amount of groundwater that could be extracted from a groundwater basin (or reservoir) over a long period of time without causing a long term reduction of groundwater quantity, quality, or other undesirable impacts.

SCHOOL. A public or private educational institution offering students an academic curriculum, including kindergartens, elementary schools, middle schools, high schools, colleges and universities. Such term shall also include all adjacent properties owned and used by such schools for education, research, maintenance, or recreational purposes.

SCREEN. A structure or planting consisting of fencing, walls, berms, trees, or shrubs which provides sight obstruction within or to a site or property.

SEMICONFINED AQUIFER. An aquifer that receives recharge in the form of leakage through underlying or overlying semipermeable formations (aquitards).

SENDING AREA. Lands designated by one or more of Marion County's Transfer of Rights Programs (TRPs) as eligible to obtain Transferrable Credits (TDCs) which may be transferred or conveyed to a site within a designated Receiving Area where the TDCs may be used for development.

SETBACK (OR SETBACK LINE). An area defined by a lot line, street centerline, wetland line, water boundary setback line of an open body of water, or right-of-way line and a line on a lot parallel to, and a specified distance from said lines in which area no structure may be located and into which no part of any structure shall project, unless

specifically permitted in this Land Development Code. Setbacks shall be measured from lot lines unless specifically stated otherwise or unless the context in which the term is used implies another intended meaning.

A. **FRONT SETBACK.** That area defined by the front lot line and a parallel line on the lot a specified distance from such front lot line.

B. **SIDE SETBACK.** An area located between a front yard setback and a rear yard setback, defined by a side lot line and a parallel line on the lot a specified distance from such side lot line.

C. **REAR SETBACK.** That area defined by the rear lot line and a parallel line on the lot a specified distance from such rear lot line.

SHOPPING CENTER. As it relates to sign regulations, a group of commercial retail establishments developed and managed as a unified site with shared access, off-street parking, and common areas.

SIGHT TRIANGLE. A triangular-shaped portion of land established at street intersections in which nothing is erected, placed, planted or allowed to grow in such a manner as to limit or obstruct the sight distance of motorists approaching or at the intersection.

SIGN. Any structure, or part thereof, or any device attached to a structure or applied to any surface or object, for visual communication, embodying letters, numerals, symbols, figures, flag, banner, pendant or designs in the nature of an announcement, direction, or advertisement, directing attention to an object, products, place, activity, service, person, institution, organization, or business and which is visible from any public street, alley, waterway, or public place. This definition of a sign shall not include any flag, notice badge, or ensign of any government or governmental agency, or any legal notice posted by and under governmental authority.

SIGN FACE AREA OR SIGN AREA. The area of any regular geometric shape which contains the entire surface area of a sign upon which copy may be placed.

SIGN STRUCTURE. Any construction used or designed to exclusively support a sign.

SIGNIFICANT IMPROVEMENT. Any reconstruction, rehabilitation, addition or other improvement of a structure, the cumulative cost of which equals or exceed 25 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures that have incurred "substantial damage" regardless of the actual repair work performed. This term does not, however, include either: [Also defined in FBC, B, Section 202]

A. Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

B. Any alternation of a historic structure provided the alternation will not preclude the structure's continued designation as a historic structure.

SINKHOLE. A landform created by subsidence of soil, sediment or rock as underlying strata are dissolved by ground water. Sinkholes may be directly or indirectly connected to the aquifer or disconnected by the presence of a confining layer of soil (clay) or rock that no longer allows water to permeate below this layer. The later may be expressed as a relic sinkhole or lake, depression in the land surface, or loose soils in the subsurface.

SLOW-RATE LAND APPLICATION (SRLA). The application of reclaimed water to a vegetated land surface using an overhead or spray, or subsurface drip, Irrigation system, as defined in §§ 62-610.400 and 62-610.450 FAC.

SOLUTION PIPE. A naturally occurring vertical cylindrical hole attributable to dissolution, often without surface expression and much narrower circumference than a sinkhole.

SPECIAL FLOOD HAZARD AREA (SFHA). The land in the flood plain within a community subject to a one percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. [Also defined in FBC, B Section 202.]

SPECIAL USE. A use that would not be appropriate generally or without restriction throughout the particular zoning classification but which, if controlled as to number, area, location, or compatibility with the surrounding area, would not adversely affect the public health, safety, and general welfare.

SPECIAL USE PERMIT (SUP). A permit for a use that would not be appropriate generally or without restriction throughout the particular zoning classification but which, if controlled as to number, area, location, or compatibility with the surrounding area, would not adversely affect the public health, safety, and general welfare.

SPECIALTY ANIMALS. All animals including native and imported animals which have been, removed from the wild or, animals being bred, raised or kept for research, food, fur, skins, or for the production of income and/or, animals requiring a permit or license from the State Fish and Wildlife Conservation Commission or the US Fish and Wildlife Service shall be regulated by Special Use Permit. Large reptiles are included in this category. Where nine or more animals are being kept as household pets, and do not meet the above listed requirements or the below listed exclusions, they shall be treated as specialty animals and regulated by Special Use Permit. Specialty animals shall not include livestock, dogs, cats or homing/racing pigeons meeting the requirements of Article 4.

SPECIFIC CAPACITY. The ratio of well discharge to the drawdown produced, measured inside the well (gpm/ft of drawdown).

SPECIFIED ANATOMICAL AREAS. As it relates to the adult entertainment business:

A. Less than completely and opaquely covered:

(1) Human genitals;

(2) Pubic region;

(3) Buttock; or

(4) Female breast below a point immediately above the top of the areola; or

B. Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

SPECIFIED SEXUAL ACTIVITIES. As it relates to the adult entertainment business:

A. Human genitals in a state of sexual stimulation or arousal;

B. Acts of human masturbation, sexual intercourse or sodomy; and

C. Fondling or other erotic touching of human genitals, pubic region, buttock or female breast.

SPRINGS PROTECTION ZONE (SPZ). An area surrounding designated springs within Marion County establishing design and development criteria intended to maintain and support the continued existence and quality of the designated springs, and divided into Primary and Secondary areas pursuant to Article 5.

START OF CONSTRUCTION. The date of issuance for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of permit issuance. The actual start means the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation or placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary

forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main building. For substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

STATIC LEVEL. The stabilized water level in a nonpumped well.

STOCKPILE. As it relates to the springs protection zone, animal manure, including droppings, urine, and soiled bedding material, that is piled, spread, or otherwise allowed to accumulate to such depth and/or volume in excess of three cubic yards that it: a) prevents or substantially hinders the growth of grass or other vegetation, and/or b) generates leachate that can potentially contaminate ground or surface water. Manure that is spread on pasture or cropland areas in accordance with normal agronomic practices following UF/IFAS recommendations and this section is not considered stockpiling.

STORAGE COEFFICIENT. The volume of water that an aquifer releases from or takes into storage per unit surface area of aquifer per unit change in the component of head normal to that surface. In a water table aquifer the storage coefficient is essentially the same as its porosity.

STORM CELLAR. A place below grade used to accommodate occupants of the structure and emergency supplies as a means of temporary shelter against severe tornadoes or similar windstorm activity.

STREET. A public or private travelway used or intended to be used, for passage or travel by vehicles.

STREET FRONTAGE. The distance along the property line at the right-of-way or easement of the street providing primary access and exposure to the existing or proposed development.

STRUCTURE. Anything constructed or built which is located on or under land. For flood plain management purposes, a walled and roofed building, including gas or liquid storage tank that is principally above ground, as well as a manufactured home.

STUB STREET. A portion of a street for which an extension has been proposed and approved. May be permitted when development is phased over a period of time, but only if the street in its entirety has been approved in the preliminary plan.

SUBDIVISION. The division of land into three or more lots, tracts, parcels, tiers, blocks, sites, units or any other division of land; and may include establishment of new streets and alleys, additions, and re-subdivisions or replats; and, when appropriate to the context, relates to the process of subdividing or to the lands or area subdivided.

SUBSTANTIAL DAMAGE. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL DEVELOPMENT. As it relates to vested rights, shall mean that required permits for commencement of construction have been obtained; and permitted clearing and grading has commenced on any significant portion of the development subject to a single final local development order; and the actual construction of water and sewer lines, or streets, or the stormwater management system, on said portion of the development is substantially complete or is progressing in a manner that significantly moves the entire development toward completion.

SUBSTANTIAL IMPROVEMENT. Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures that have incurred "substantial damage" regardless of the actual repair work performed. This term does not, however, include either: [Also defined in FBC, B, Section 202.]

(1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

(2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

SWALLET OR SWALLOW HOLE. A place where water disappears underground in a limestone fissure or opening at or near the surface. A swallow hole generally implies water loss in a closed depression or sinkhole, whereas a swallet may refer to water loss from a disappearing stream or streambed, even though there may be no depression.

TEST WELL. Completed well for pumping used to obtain information on capacity, groundwater quality, geologic and hydrologic conditions, and related information.

TOTAL NITROGEN (TN). As a measurement of wastewater effluent quality, Total Nitrogen is the total content of the nitrogen species of organic nitrogen, ammonia, nitrate and nitrite expressed as elemental nitrogen, N, as determined using approved methods.

TOWER. A lattice, guyed or monopole structure constructed from grade which supports antennas. The term "tower" shall not include the singular use as a amateur radio operator's equipment, as licensed by the FCC, or antenna support structures and/or towers which are less than 50 feet in height and are used only to support antennas which receive, but do not transmit television signals.

TOWER CLUSTERING. The location of two or more towers on a parcel of property.

TRANSFER OF RIGHTS PROGRAM (TRP). A program which awards or grants to a property owner Transferrable Development Credits (TDCs) which may then be transferred or conveyed to a party that may use the TDCs for the development of lands deemed eligible by Marion County.

TRANSFERRABLE DEVELOPMENT CREDIT (TDC). A residential unit equivalent which may be granted to lands within eligible Sending Areas for subsequent transfer/sale between parties wherein the TDC is used by the receiving party to provide for additional residential development on lands eligible for use in a designated Receiving Area.

TRANSMITTER TOWER. A structure designed, constructed or used for the sole purpose of broadcasting or retransmitting any form of radio, television, radar, microwave, or other type of electronic wave, or impulse.

TREE. Any self-supporting woody plant which has at least one main trunk, and is normally grown to an overall height of a minimum of ten feet.

TREE REMOVAL. To physically remove a tree, including the performance of any act by a property owner or his designated agent, on a particular parcel of record which causes the death of a tree, or the effective removal of a tree through damage.

TURFGRASS. A mat layer of monocotyledonous plants, including but not limited to Bahia, Bermuda, Centipede, Paspalum, St. Augustine, and Zoysia grasses.

TWO-FAMILY DWELLING. A structure containing two dwelling units.

UNIT. That part of a multiple occupancy complex housing one occupant or use.

UNRECORDED SUBDIVISION. A platted subdivision of lands which has been accepted by the Board of County Commissioners for filing only by the Clerk of the Court in the public records of Marion County. Said plats were prepared and filed prior to August 14, 1970, in the public records of Marion County in record books entitled "Unrecorded Subdivisions."

URBAN AREA. Lands located within the Urban Growth Boundary (UGB) as designated by the Comprehensive Plan Future Land Use Map Series Map 1 Marion County 2035 Future Land Use Map or those lands located in the Rural Area bearing an Urban Area land use designation as specified in Comprehensive Plan Future Land Use Element Appendix A, Table A-1 Land Use Classifications and Standards.

URBAN GROWTH BOUNDARY (UGB). The boundary established by Marion County Comprehensive Plan Future Land Use map Series Map 1, Marion County 2035 Future Land Use Map, which identifies the geographic area wherein higher density and intensity development and full urban services are intended to be concentrated.

UTILITY. The individuals and/or legal entities which own and are responsible for the operation and maintenance of public or private utility services such as potable water, wastewater, phone, cable, electric, etc.

VARIANCE. As it relates to the zoning requirements of this Code, a grant of relief to a particular property owner because of the practical difficulties or unnecessary hardship that would be imposed by the strict application of that zoning provision of the Code. For floodplain management purposes, a grant of relief from the requirements of Article 5, Division 3, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by Article 5, Division 3 or the Florida Building Code.

VEHICLE SIGN. Any sign affixed to a vehicle.

VERTICAL DATUM. An accepted reference or basis for elevations pre-approved by the Office of the County Engineer.

VESTED RIGHTS. The authorization to improve and/or develop properties meeting the conditions established in Division 1.7.

VIOLATION. The failure of a structure or other development to be fully compliant with the requirements of a specific provision of this Code.

WAIVER. A grant of relief from compliance with a specific provision of this Code, not zoning related, granted to a particular property owner because of financial hardship or alternate design concept.

WASTEWATER. Any substance that contains any of the waste products, excrement, or other discharge from the bodies of human beings or animals as well as such other wastes as normally emanate from dwelling houses.

WASTEWATER SERVICE LATERAL. Those service laterals or force mains from the customer's property line to the wastewater main and all appurtenances.

WASTEWATER SYSTEM. A centralized or decentralized system for the collection and treatment of domestic wastewater and disposal of reclaimed effluent. A wastewater system includes without limitation the collection lines, wastewater treatment facility, pumping stations, intercepting sewers, force mains, and all necessary appurtenances and equipment and shall include all property, rights, easements, and franchises relating to any such system and deemed necessary or convenient for the operation thereof.

WASTEWATER TREATMENT FACILITY (WWTF). The facility at which the raw wastewater is collected and treated.

WATER BOUNDARY SETBACK LINE (WBSL). Unless previously established by Board action, the Water Boundary Setback Line is the normal or average reach of a water body during the high water season. However, on low, flat-banked water bodies where there is no well-defined mark, the boundary is located at the point up to which the presence and action of the water is so continuous that the cultivation of ordinary agricultural crops is prevented.

WATERCOURSE. A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

WATER DETENTION AREA (WDA). A manmade or natural facility which collects surface or subsurface water and which impedes its flow and releases the same gradually at a rate not greater than that prior to the development of the property, into natural or manmade outlets.

WATER FRONTAGE OR WATER FRONT. That side of a lot, parcel or tract abutting on a water body and which may be considered as the front for setback requirements.

WATER METER. That device, with all appurtenances, which registers water flow to a customer.

WATER RETENTION AREA (WRA). A manmade or natural facility which collects and retains surface water and allows gradual ground infiltration.

WATER SERVICE CONNECTION. The point of connection to the public potable water system (metered or non-metered) where the Utility loses jurisdiction and sanitary control over the potable water delivered to that point. Included within this definition are connections for fire hydrants and other temporary or emergency water service. For metered connections, the point of connection is the downstream end of the water meter.

WATER SERVICE LATERAL. The pipe from the water main to the point of connection.

WATER SURFACE ELEVATION. The height, in relation to an accepted vertical datum, of floods of various magnitudes and frequencies in the flood plains of coastal or riverine areas.

WATER SYSTEM. A water supply distribution system consisting of all water mains, valves, service laterals, fire hydrants, meter boxes, etc. used to deliver water from the WTP to the consumer.

WATER TREATMENT PLANT (WTP). Includes all wells, pumps, tanks, valves, piping, treatment and disinfection facilities required to withdraw, treat, and disinfect water suitable for public consumption.

WETLANDS. Those land areas featuring unique environmental and/or hydrogeologic characteristics which qualifies as wetlands pursuant to § 373.019(25) FS and § 62-340.200 FAC as determined and delineated by the appropriate jurisdictional agency

WETTEST SEASON. As defined in § 64E-6.002 FAC, that period of time each year in which the ground water table elevation can normally be expected to be at its highest elevation.

WILDLAND URBAN INTERFACE/INTERMIX ZONES: Locations which the Marion County Fire Rescue (MCFR) determines that topographical features, vegetation fuel types, local weather conditions, and prevailing winds may result in the potential for ignition of the structures from flames and firebrands of a wildland fire. A wildfire hazard severity analysis shall be provided for review and approval by MCFR.

(Ord. No. 13-20, § 2, 7-11-2013; Ord. No. 17-08, § 2(Exh. A, § 2), 4-11-2017; Ord. No. 17-11, § 4, 5-16-2017; Ord. No. 17-25, § 1(Exh. A), 10-3-2017; Ord. No. 2017-30, § 1(Exh. A, § 2), 11-7-2017; Ord. No. 18-14, § 1(Exh. A, § 2), 5-21-2018; Ord. No. 23-09 , § 1(Att. 1), 4-13-2023)

DIVISION 2. DEFINITIONS

Unless otherwise expressly stated, for the purposes of this Code, the following terms shall have the meaning indicated herein.

ABANDONED WELL. A well which has its use permanently discontinued, is in such disrepair that its continued use for obtaining groundwater is impractical, has been left uncompleted, is a threat to groundwater resources, or otherwise is or may be a health or safety hazard.

ABROGATION. To close, vacate, or abandon a right-of-way.

ACCESSORY BUILDING OR STRUCTURE (APPURTENANT STRUCTURE). A subordinate building or structure on the same lot, or parcel, or on a contiguous parcel which is occupied by, or devoted to, an accessory use.

ALTERATION OF A WATERCOURSE. A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

ACCESSORY USE. A use naturally and normally incidental and subordinate to the principal use of a structure or land and located on the same lot, or parcel or on a parcel contiguous to the principal use to which it relates.

ACTIVE RECREATION. Recreational activities that occur in areas that require substantial structural development and investment, such as playing fields, courts or other facilities. Examples of active recreation include soccer, baseball, swimming in a pool, tennis and basketball. Active recreation differs from passive recreation primarily by the facilities that are required to undertake an activity.

ADDITION. An extension or increase in floor area or height of a building or structure.

ADULT BOOKSTORE OR FILM STORE. An establishment having as a substantial portion of its stock in trade books, magazines, other periodicals, films, video tapes, video disks, or similar items which are distinguished or characterized by their emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas."

ADULT BOOTH. A small enclosed or partitioned area inside an adult entertainment establishment that is:

A. Designed or used for the viewing of adult material by one or more persons; and

B. Accessible to all persons, regardless of whether a fee is charged for access.

The term "adult booth" includes but is not limited to a "peep show" booth, or other booth used to view "adult material." The term "adult booth" does not include a foyer through which a person can enter or exit the establishment, or a rest room.

ADULT CABARET. A bar, lounge, club, or other establishment which may sell alcoholic or non-alcoholic beverages or food and which features as part of the regular entertainment topless or bottomless dancers, strippers, whether male or female, or similar entertainers whose acts are characterized by an emphasis on matter depicting, describing, or relating to "specified sexual activities" or "specified anatomical areas." This definition shall include Adult Encounter Parlor, Adult Lounge, Adult Novelties, Adult Entertainment, and Adult Modeling Studio.

ADULT THEATER OR MINI-MOTION PICTURE THEATER OR DRIVE-IN. An enclosed building or drive-in with a capacity for fewer than 50 persons in which a substantial portion of the material presented is distinguished or characterized by an emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas" for observation by patrons therein.

ADULT THEATER OR MOTION PICTURE THEATER OR DRIVE-IN. An enclosed building or drive-in with a capacity of 50 or more persons in which a substantial portion of the material presented is distinguished or characterized by an emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas" for observation by patrons therein.

ADVERTISING. Sign copy or materials intended to directly or indirectly promote the sale or use of a product, service, commodity, entertainment, or real or personal property.

AGRICULTURAL USES. Those uses of land which involve the science and art of production of plants and animals useful to man including to a variable extent, the preparation of these products for man's use and their disposal by marketing or otherwise. These shall include horticulture, floriculture, viticulture, aquaculture, forestry, dairy, livestock, including the breeding and/or training of horses, poultry, bees, ratites, and any and all forms of farm products and farm production.

AIR GAP. A physical separation between the free flowing discharge and an open or non-pressure receiving vessel.

ALTERATION. Any change in size, shape, character, or use of a building or structure.

ALTERATION OF A WATERCOURSE. A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

ANIMAL FEEDING OPERATION. As defined in § 62-670.200 FAC.

ANIMAL UNIT. As defined in § 62-670.200 FAC.

ANTENNA. Any exterior apparatus designed to transmit or receive communications as authorized by the Federal Communication Commission (FCC). The term "antenna" shall not include satellite earth stations used to receive direct-to-home satellite services as defined in 47 USC § 303(v). An array of antennas, installed at one time and designed as a single, integrated system, shall be considered to be a single antenna.

ANTENNA SUPPORT STRUCTURE. Any building or other structure other than a tower, which can be used for the location of an antenna. An antenna support structure shall be referred to as a "utilized antenna support structure" if it is or has been used for the location of an antenna.

ANTIQUATED SUBDIVISION. A subdivision, subdivision series, or any portion of a subdivision or subdivision series, identified by the Board in which further or continued development of that subdivision is deemed undesirable consistent with the provisions of § 163.3164 FS.

APPEAL. The process of seeking a higher authority's determination as established by this Code when a specific decision or determination made by designated staff, committee, or board is disputed. As it pertains to floodplain management, request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance.

APPLICANT. The property owner, the duly authorized representative of the property owner, or the lessee or occupant of said property who submits a County service or development application to and for said property and who can be bound to all legal obligations related to such request.

AQUACULTURE. The commercial production of fin fish and shellfish, such as crustaceans and mollusks, within a confined space and under controlled feeding, sanitation, and harvesting procedures.

AREA OF SHALLOW FLOODING. A designated AO or AH Zone on the community's Flood Insurance Rate Map (FIRM) with base flood depths from one to three feet where a clearly defined channel does not exist, where the path

of flooding is unpredictable and indeterminate, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

ASCE 24. A standard titled Flood Resistant Design and Construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

AS-BUILT/RECORD SURVEY. A record of completed construction drawings documenting the actual construction work as it exists in the field, including any changes made from the originally approved plans, meeting the requirements as set forth in § 5J-17.52(1) FAC, and signed, sealed, and dated by a Professional Surveyor and Mapper licensed by the State of Florida.

AUTOMOBILE WRECKING YARD. Premises used for the dismantling or disassembling of two or more used motor vehicles or trailers, or the business of storage, sale, or dumping of dismantled, obsolete or wrecked vehicles, trailers or their parts; a junk yard.

AUXILIARY WATER SUPPLY SYSTEM. A pressurized or pumping-ready water supply system other than a public potable water system which is located on or available to the customer's property whether or not connected to a distribution system within the property. Such auxiliary systems include but are not limited to reclaimed water systems and private wells, as further defined in AWWA M-14 most current edition.

AVAILABLE CAPACITY. An existing central water or sewer system shall be deemed to have "available capacity," if: (a) as to a central water or sewer system, it is capable of providing central service concurrently with the proposed build-out schedule of the project without the applicant having to expand the facility providing treatment for the water to and/or the wastewater from the project; provided, however, if it is necessary for the Marion County Utility Department to so expand the treatment facility, the applicant may be required to prepay capital charges imposed for such facility; and (b) as to a central water or sewer system, its existing water or sewer lines are of sufficient size and capacity to accommodate the water or sewer requirements of the project without the applicant having to reconstruct the existing lines. This requirement concerns existing lines, only, and does not excuse an applicant from having to construct new lines from its project to the point of connection to the central water or sewer system. Further, if it is necessary to replace the existing lines, the County may require the applicant to pay to reconstruct existing lines, within the applicant's required connection distance, in an amount equal to what it would have cost the applicant to originally construct such lines of sufficient size and capacity to accommodate the applicant's project. This does not preclude the County from requiring the developer to upsize the lines in exchange for additional Equivalent Residential Connection credits.

AVIARY. A place for keeping birds confined, including but not limited to a large enclosure where birds fly free, a structure where birds are confined in cages, or large cages where birds are confined. A residential structure containing nine or more birds shall be considered an aviary.

BACKFLOW PREVENTION ASSEMBLY. A mechanical assembly which is supplied with properly located resilient-seated shut-off valves at each end of the assembly and properly located test cocks, and meets the standards of the University of Southern California's Foundation for Cross-Connection Control and Hydraulic Research and complies with the standard listed in the Florida Building Code as adopted by Marion County.

BACKFLOW PREVENTION DEVICE. A mechanical device or plumbing configuration which is designed to prevent backflow.

BAR. Any place devoted primarily to the retail sale and on premises consumption of malt, vinous, or other alcoholic beverages; a tavern.

BASE FLOOD. The flood having a one percent chance of being equaled or exceeded in any given year (also called the "one percent annual chance flood," "100-year flood" and the "regulatory flood"). [Also defined in FBC, B, Section 202.]

BASE FLOOD ELEVATION. The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM). [Also defined in FBC, B, Section 202.]

BASEMENT. The portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 202; see "Basement (for flood loads)".]

BED AND BREAKFAST INN. A building, or part thereof, other than a motel or hotel, where sleeping accommodations are provided for transient guests, and may also serve as the residence of the owner or manager.

BEEKEEPING. The keeping or raising of bees for commercial purposes.

BERM. A mound of soil, either natural or manmade.

BIG BOX RETAILER. As it relates to sign regulations, a commercial retail establishment that occupies a large, single-use building or connected series of buildings, typically with a floor area of 75,000 square feet or more, and often comprised of distinct areas devoted to specific functions or types of merchandise. These stores are often part of national or regional chains and generally include large surface parking areas and a warehouse-style layout. Examples include home improvement stores, warehouse clubs, department stores, and general merchandise retailers.

BIORETENTION FACILITY. An area which provides retention of stormwater through the use of vegetated depressions of approximately four to nine inches in depth with landscaping and engineered soil matrix, designed to collect, store, and infiltrate stormwater runoff. The invert of a bioretention facility is the bottom of the engineered soil matrix.

BOARD. The Marion County Board of County Commissioners.

BOAT YARD. A lot, tract, or parcel where facilities for the construction, reconstruction, major repair, maintenance, or sale of boats, marine engines, equipment, and services of all kinds are provided including marine railways, lifting, or launching services and marinas.

BOTTLE CLUB. A commercial premises to which any alcoholic beverage is brought for consumption on the premises.

BREAKAWAY WALL. A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces without causing damage to the elevated portion of the building or the supporting foundation system.

BUFFER. An area within a property or site, generally adjacent to and parallel with the property line, either consisting of natural existing vegetation or created by the use of trees, shrubs, buffer walls, buffer fences, or berms, designed to limit continuously the view of or sound from the site to adjacent sites, properties, or water bodies.

BUFFER FENCE. A permanent opaque vertical structure providing a barrier with a finished height of six feet measured from the adjacent grade or at a height as required otherwise.

BUFFER WALL. A permanent opaque vertical structure with concrete components including, but not limited to pillars, panels, block or brick, used within a buffer meeting the requirements of the Florida Building Code, and providing a barrier (whether for sound, wind, or, views) with a finished height of six feet measured from the adjacent grade or at a height as required otherwise.

BUILDABLE AREA. As it relates to hamlets, Rural Village District, and Rural Town, the remaining land area eligible for development purposes once areas of open space and open water are subtracted from the gross development lot/parcel/site.

BUILDING. Any structure designed for the habitation of persons or animals or for shelter of property.

BUILDING PERMIT. A permit issued by Marion County pursuant to the provisions of Article 2 of the Marion County Code of Ordinances, consistent with the provisions of the Florida Building Code as established by the State of Florida.

BUILDING SIGN. A sign displayed upon or attached to any part of the exterior of a building, including walls, windows, doors, parapets, marquees, and roof slopes of 45 degrees or steeper.

BUSINESS OR PROFESSIONAL OFFICE. A space within a building where commercial service activity is primarily conducted which may involve the sale of goods or commodities purely incidental to business services provided.

CALIPER OR TREE CALIPER. Tree caliper means an American National Standards Institute (ANSI) standard for the measurement of nursery trees. For trees up to six inches in diameter, caliper is measured at six inches above the ground level. Trees that are seven to twelve-inch caliper are measured at twelve inches above the ground.

CAMOUFLAGED ANTENNA AND/OR TOWER. A wireless communication antenna and/or tower designed to unobtrusively blend into the existing surroundings and be disguised to not have the appearance of a wireless communication antenna and/or tower. Camouflaged antennas and/or towers on buildings must be disguised to appear as an accessory structure or feature that is normally associated with the principal use occupying the property. Camouflaged antennas and/or towers must be disguised to blend in with other facilities on the property or existing vegetation, such as a tower constructed in the form and shape of a tree to be part of a forested area, or an antenna and/or tower constructed to be a component of a bell, clock, or water tower on sites with compatible buildings, or a component of a church steeple on sites with churches. Surface finish, paint and/or markings alone are insufficient to qualify for a determination as a camouflaged antenna and/or tower.

CAPACITY. Supply of public facility:

A. Available - capacity of public facility after subtracting demand and reserved capacity.

B. Design - capacity that public facility was designed for.

C. Programmed - capacity to be added to public facility by improvement.

D. Reserved - capacity that has been reserved for a specific development project.

CAPACITY RESERVATION FEE. Fee required which reserves facility capacity. Fee is credited towards applicable impact fees.

CAPITAL IMPROVEMENT. A physical asset constructed or purchased to provide, increase the capacity of, or replace a public facility.

CARPORT. A garage not completely enclosed by walls and doors.

CENTRALIZED SYSTEM. A water withdrawal, treatment, and distribution system (including fire hydrants) or a wastewater collection, treatment, and dispersal system that serves the needs of one or more residential or non-residential development projects. Centralized systems are generally owned, operated, and maintained by Marion County, a city, or a Public Service Commission-certificated entity. Types of facilities and systems not covered by the foregoing general definition are found in § 367.022 FS.

CHANGE OF USE. A discontinuance of an existing use and the substitution of a use of a different kind or class.

CLEAN DEBRIS. Any solid waste material that is virtually inert, that is not a pollution threat to ground or surface waters, that is not a fire hazard, and that is likely to retain its chemical and physical structure under expected conditions of disposal or use. The term includes earth, brick, glass, ceramics, and uncontaminated concrete including embedded pipe or steel, and other wastes designated by the FDEP.

CLEAN FILL. Granular soil free of roots, other vegetative material, and debris typically represented by an AASHTO Soil Classification A-3. Other AASHTO soil classifications may satisfy a requirement for "clean fill" if they meet industry specifications for various fill operations as accepted by FDOT or the Florida Building Code.

CLEARING. The uprooting or removal of vegetation in connection with development. This term does not include yard maintenance operations or other such routine property clean-up activities.

CLOSED BASIN. An internally drained watershed in which the runoff does not have a surface outfall up to and including the 100-year flood elevation.

CLUSTER DEVELOPMENT. A development design technique that concentrates buildings and infrastructure in specific areas on a site to allow the remaining land to be used for open space, preservation of environmentally sensitive areas, or agriculture.

CLUSTERING. The grouping together of principal structures and infrastructure on a portion or portions of a development site.

COLLOCATION. As it relates to antennas, the process of locating two or more antennas on an existing or proposed tower or antenna support structure.

COMMERCIAL VEHICLE. Any vehicle designed or used for the transport of people, livestock, goods, or things. This does not include private passenger vehicles and/or trailers used for private nonprofit transport of goods.

COMMERCIALLY DEVELOPED PARCEL. A parcel of property on which there is at least one walled and roofed structure used, or designed to be used, for purposes other than residential or agricultural.

COMMUNITY CENTER. A building designed and used as a meeting or recreation area to accommodate and serve the community in which it is located.

COMMUNITY RESIDENTIAL HOMES. Group homes or adult foster care facilities in which no more than 14 persons excluding staff reside and where program size and content is structured to meet the individual needs of the residents in these homes.

COMPLETELY ENCLOSED BUILDING. A building having a complete, permanent roof and continuous walls on all sides, either party walls or exterior walls, including windows and doors.

COMPREHENSIVE PLAN. The Marion County Comprehensive Plan as adopted by the Board pursuant to Ch. 163 FS.

CONCENTRATED ANIMAL FEEDING OPERATION. As defined in § 62-670.200 FAC.

CONCURRENCY MANAGEMENT SYSTEM. The policies, procedures, standards, and criteria that Marion County will utilize to assure that development orders and permits are not issued unless the necessary facilities and services are available concurrent with the impacts of development.

CONSERVATION EASEMENT. An easement established under § 704.06 FS, as amended, creating a right or interest in the real property in favor of the entity named in the easement.

CONSTRUCTION AND DEMOLITION DEBRIS (C&DD) DISPOSAL FACILITY. A facility for the disposal of "construction and demolition debris," as that term is defined in § 403.703(6) FS; also referred to as Construction and Demolition (C&D) Landfill.

CONSTRUCTION, EXISTING. As it relates to flood plain management, structures for which the "start of construction" commenced before January 19, 1983. This term may also be referred to as "existing structures."

CONSTRUCTION, NEW. As it relates to flood plain management, any structure for which the "start of construction" commenced on or after January 19, 1983. The term also includes any subsequent improvements to such structures.

CONSTRUCTION PERMIT. The permit issued by the Office of the County Engineer for construction of all required improvements including construction in private and public rights-of-way.

CONTIGUOUS PARCELS. Those parcels of land with at least one common property line.

CONTINUING IN GOOD FAITH. As it relates to vested rights, shall mean the final local development order for a project has been issued and has not expired, and no period of 180 consecutive days, or a previously approved time frame as agreed to by the County, has passed without the occurrence of development activity which significantly moves the proposed development toward completion; unless the developer establishes that such 180-day lapse or previously approved time frame lapse in development activity was due to factors beyond the developer's control; or unless development activity authorized by a final local development order has been substantially completed on a significant portion of the development subject to said final development order and has significantly moved the entire development toward completion.

CONTRACTOR. The person, firm, or corporation with whom the contract for work has been made by the owner, the developer, or the County in accordance with any applicable State laws.

COVENANTS, CONDITIONS AND RESTRICTIONS (CCR). Declaration of Covenants, Conditions and Restrictions, recorded in the public records for a development project.

CONVENIENCE STORE. Any retail establishment offering for sale food products, household, and sundry items, beverages, gasoline, and other similar goods, but not including sales of prescription drugs, alcoholic beverages for on-premises consumption, or any form of used merchandise sales, personal services, repair services, or any outdoor sales, service, storage, or display other than approved accessory gasoline pumps.

COPY. As it relates to signs, the linguistic or graphic content of a sign.

COUNTY. The government of Marion County as a political subdivision of the State of Florida; or the physical jurisdictional limits of Marion County as those boundaries described in § 7.42 FS.

COUNTY ENGINEER. The professional engineer retained by the Board of County Commissioners in the capacity of administering the Office of the County Engineer. The County Engineer may appoint designees to specific management and operation functions as appropriate.

CROSS-CONNECTION. Any physical arrangement whereby a Public Potable Water System is connected directly or indirectly with any other water supply system, sewer, drain, conduit, pool, storage reservoir (other than for storage of Potable Water by a Utility), plumbing fixture, or other device which contains or may contain contaminated water, wastewater or other waste, or liquid of unknown or unsafe quality which may be capable of imparting contamination to the Public Potable Water System as the result of Backflow. By-pass arrangements, jumper connections, removable sections, swivel or changeable devices, and other temporary or permanent devices through which or because of which Backflow could occur are considered to be Cross-Connections.

CROSS-CONNECTION CONTROL COORDINATOR (CCC). Utility Department Employee who is responsible for implementation of cross-connection control directives.

DECENTRALIZED SYSTEM. A water withdrawal, treatment, and distribution system (including fire hydrants) or wastewater collection, treatment and dispersal system that is designed to serve the needs of a single residential development project or non-residential development project. Decentralized systems are, further: (1) usually located within the boundaries of the development project; (2) not typically owned, operated, and maintained by Marion

County, a city, CDD, or Public Service Commission-certificated entity; and (3) considered as temporary facilities until a centralized system is available to serve the development project.

DEDICATION. An act of conveyance and acceptance of an interest in or use of property to a public or private entity. See §§ 177.031(6), (16); 177.081; and 177.085 FS (2012) for statutory requirements related to dedications. Mortgagees are required to join in dedications.

DEMAND. Quantifiable use of a public facility. See Capacity.

DESIGN FLOOD. The flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 202.]

(1) Area with a floodplain subject to a 1-percent or greater chance of flooding in any year; or

(2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

DESIGN FLOOD ELEVATION. The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet. [Also defined in FBC, B, Section 202.]

DEVELOPABLE AREA. The portion of a project area that lies outside sovereign submerged lands.

DEVELOPER. The person, firm, entity, or corporation engaged in developing or improving real estate for use or occupancy.

DEVELOPMENT. Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities. As it relates to vested rights, shall mean the particular development activity authorized by unexpired final local development order issued for a specific project is continuing in good faith. Also see §§ 163.3164(14), 163.3221(4), and 380.04 FS.

DEVELOPMENT AGREEMENT. An agreement between Marion County and additional parties specifying requirements of the parties in relation to a development application. Development Agreements are authorized by the "Florida Local Government Development Agreement Act," §§ 163.3220—163.3243 FS and are subject to the applicable provisions of those sections.

DEVELOPMENT AREA. See project area.

DEVELOPMENT ORDER. An official action granting, granting with conditions, or denying an application for a development permit consistent with this Code, § 163.3164 FS and Ch. 380 FS.

DIAMETER AT BREAST HEIGHT. Diameter at breast height (DBH) is a standard method of measuring the size of a tree. In the Forestry and Survey industries, this measurement is taken at 4.5 feet above the ground.

DIVIDER MEDIAN. A continual landscaped island located between lineal rows of parking which face head-to-head.

DOMESTIC WASTEWATER RESIDUALS. A domestic wastewater treatment by-product resulting from the biological treatment process and which is disposed of by application for agricultural or land reclamation purposes. Domestic wastewater residuals shall have the same meaning as "biosolids," as defined in rule § 62-640.200 FAC.

DOUBLE CHECK VALVE ASSEMBLY. A backflow prevention assembly which includes two internally loaded, independently operating spring loaded check valves, which are installed as a unit between two tightly closing resilient-seated shutoff valves and fittings with properly located test cocks.

DRAFT HYDRANTS. Draft hydrants are standard fire hydrants but are supplied by a static water source. Normally these hydrants are not supplemented by a fire pump and rely on a fire department engine to draft from the source. These draft hydrants have little to no pressure and function similar to a dry hydrant tank.

DRAINAGE DETENTION AREA (DDA). See water detention area.

DRAINAGE RETENTION AREA (DRA). See water retention area.

DRIPLINE. An imaginary line on the ground defined by vertical lines extending from the outermost tips of tree to the ground or the area within a radius of one foot for each one inch DBH of the tree, whichever is greater.

DRIVEWAY APRON. That portion of a driveway lying between the street right-of-way line and the edge of the travel lane of the street.

DROUGHT TOLERANT VEGETATION. Plants which have the ability to survive without supplemental irrigation through periods of drought characteristic of the north-central Florida region, excluding invasive plant species.

DRUGSTORE (the term Pharmacy is included). An establishment that is either:

(1) Engaged in the retail sale of prescription drugs and nonprescription medicines pursuant to Chapter 465, FS; or

(2) That is both:

a. Licensed, at all times, as a "medical marijuana treatment center" pursuant to Section 381.986, FS (2017); and

b. Operated in accordance with all provisions of such statute and all other statutes or regulations governing the medical dispensation of marijuana pursuant to Florida law.

By way of example and not limitation, as the requirements of this subsection are cumulative, any establishment that may have been licensed as a medical marijuana treatment center but is not operated in accordance with Florida law, shall no longer constitute a drugstore, and hence is no longer a permitted use in zoning districts where drugstores are permitted.

DRYLINE PERMIT. A construction permit for sewer lines issued with certain special conditions applied.

DUCTILE IRON PIPE RESEARCH ASSOCIATION (DIPRA). Any reference to DIPRA Standards shall be taken to mean the most recently published revision unless otherwise specified.

DUDE RANCH. A vacation resort offering activities typical of western ranches such as horseback riding.

DUE PUBLIC NOTICE. Publication of notice of the date, time, and place of a required public hearing; the title or titles of proposed ordinances, and the place within the County where such proposed ordinances may be inspected by the public. The notice shall also advise that interested parties may appear at the public hearing and be heard with respect to the proposed ordinance. Publication of notice shall be given at least ten days prior to said public hearing in a newspaper of general circulation in the County. Due public notice for public hearings of the Planning and Zoning Commission and the Board for land use permits shall include mailed written notice to all owners of property, within 300 feet of the boundaries of the property subject to the land use change, whose address is known by reference to the latest ad valorem tax records and to all parties of interest who timely request such notice in writing to the Growth Services Director or designee. The mailed notice shall include a brief explanation of the land use permit request and a location map identifying the property under consideration and shall notify the person of the time, date and location

of all public hearings. Notices shall also be posted in a conspicuous place or places on or around such lots, parcels, or tracts of lands requesting the land use change. Affidavit proof of the required publication, mailing and posting of the notice shall be presented at the hearing by the Growth Services Director, or designee, to the Clerk of the Court. For land use changes initiated by the County, and for ordinances that change the actual lists of permitted, conditional or prohibited uses within a zoning category, the provisions of § 125.66(4) FS shall apply.

DWELLING UNIT. Any structure or portion thereof which is designed for or used for residential purposes as a self-sufficient or individual unit by one family or other social association of persons.

ELECTRIC SUBSTATION. An electric substation which takes electricity from the transmission grid and converts it to a lower voltage so it can be distributed to customers in the local area on the local distribution grid through one or more distribution lines less than 69 kilovolts in size.

ELEVATED BUILDING. A non-basement building built to have the lowest floor elevated above the ground level by foundation walls, posts, piers, columns, pilings, or shear walls.

ELEVATION. The vertical height or heights relative to a defined datum.

EMPHASIS. As it relates to the adult entertainment business, "emphasis" or "emphasis on" means that the type of matter specified is the apparent matter upon which the particular work or exhibition is based, or that the matter specified is a substantial portion of such work or exhibition.

ENCROACHMENT. The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

ENVIRONMENTALLY SENSITIVE LANDS. Lands or areas which include environmental or other natural features and/or characteristics as identified by Comprehensive Plan Conservation Element Policy 1.1.1.

EQUINE CENTER. A facility identified and designated by the Board as a unique and specialized destination for regional, state, and national equine interests and activities that further the County's equine identity as "The Horse Capital of the World."

EQUIVALENT RESIDENTIAL CONNECTION (ERC). A unit of measurement representing capacity demand of 300 gallons per day for wastewater or 350 gallons per day for water.

ERECT A SIGN. To construct, reconstruct, build, relocate, raise, assemble, place, affix, attach, create, paint, draw, or in any other way bring into being or establish a sign. It shall not include any of the foregoing activities when performed as an incident to a change of message or routine maintenance.

ESTABLISHED CHURCH. Established place of meeting or worship at which non-profit religious services are regularly conducted and carried on.

EXCEPTION. As it relates to vested rights, shall mean an exception to the densities required in the Future Land Use Element for parcels of record as of January 1, 1992 for the construction of one residential unit. Exceptions apply to density only and do not exempt parcels from any other requirement of the Comprehensive Plan.

EXISTING BUILDING AND EXISTING STRUCTURE. Any buildings and structures for which the "start of construction" commenced before January 19, 1983. [Also defined in FBC, B, Section 202.]

EXISTING MANUFACTURED HOME PARK OR SUBDIVISION. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before January 19, 1983.

EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION. The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

EXTRACTION OR RESOURCE EXTRACTION. The removal of resources from their location so as to make them suitable for commercial, industrial, or construction use, but does not include excavation solely in aid of on-site farming or on-site construction, nor the process of searching, prospecting, exploring, or investigating for resources by drilling.

FAILING. As defined in § 64E-6.002 FAC and periodically amended: a condition existing within an onsite sewage treatment and disposal system which prohibits the system from functioning in a sanitary manner and which results in the discharge of untreated or partially treated wastewater onto ground surface, into surface water, into ground water, or which results in the failure of building plumbing to discharge properly.

FAMILY. One or more persons occupying the whole or part of a dwelling unit and living as a single, housekeeping unit provided that a group of four or more persons who are not within the second degree of kinship shall not be deemed to constitute a family, except as set forth in Title VIII of the Civil Rights Act of 1968 and as subsequently amended by the Fair Housing Amendments Act of 1988.

FAMILY/GUEST COTTAGE/APARTMENT. A small detached dwelling unit for use by immediate family members or guests which is an accessory use to a single-family dwelling. The cottage may be a removable, modular structure, or a conventionally constructed structure, and shall be compatible with the existing dwelling. It shall be designed as an independent living unit smaller than the primary structure.

FEEDLOT. A confined area or structure, pen or corral, used to fatten livestock for a period of at least 30 days prior to final shipment.

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA). The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

FENCE. A vertical structure used to provide a physical division between areas.

FIRE LINE. Piping from the water main to point of delivery exclusively providing fire protection.

FISH HATCHERY. Establishments primarily engaged in hatching fish, not including fish or farm ponds.

FLAG LOT. A parcel of land shaped like a flag with a narrow strip providing access; the bulk of the property contains no frontage.

FLOOD OR FLOODING. A general and temporary condition of partial or complete inundation of normally dry land areas from:

(1) The overflow of inland or tidal waters.

(2) The unusual and rapid accumulation or runoff of surface waters from any source.

FLOOD DAMAGE-RESISTANT MATERIALS. Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 202.]

FLOOD HAZARD AREA. The greater of the following two areas: [Also defined in FBC, B, Section 202.]

(1) The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.

(2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

FLOOD INSURANCE RATE MAP (FIRM). The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 202.]

FLOOD INSURANCE STUDY (FIS). The official hydraulic and hydrologic report provided by FEMA. The study contains an examination, evaluation, and determination of flood hazards, and, if appropriate, corresponding water surface elevations, or an examination, evaluation, and determination of mudslide (i.e., mudflow) and other flood-related erosion hazards. The study may also contain flood profiles, as well as the FIRM, FHBM (where applicable), and other related data and information.

FLOODPLAIN ADMINISTRATOR. The office or position designated and charged with the administration and enforcement of Flood Plain regulations within Article 5 Division 3 (may be referred to as the Floodplain Manager).

FLOODPLAIN DEVELOPMENT PERMIT OR APPROVAL. An official document, certificate or development order issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with Article 5, Division 3.

FLOOD PLAIN ELEVATIONS. The elevations established along waterbodies and in closed drainage basins which represent the hydraulic gradients for the predicted 25-Year and 100-Year flood plains. The 100-Year flood plain is shown on the adopted Marion County Flood Insurance Rate Maps. The elevations may be established by the Flood Plain Administrator or designee; by a Florida Licensed Surveyor and Mapper and approved by the Flood Plain Administrator or along the Rainbow River as established by Southwest Florida Water Management District Profiles dated July 13, 1973.

FLOOD PLAIN MANAGEMENT. The operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the flood plain, including but not limited to emergency preparedness plans, flood control works, flood plain management regulations, and open space plans.

FLOOD PLAIN MANAGEMENT REGULATIONS. This term describes Federal, State of Florida, or local regulations in any combination thereof and other applications of police power which control development in flood-prone areas, which provide standards for preventing and reducing flood loss and damage.

FLOODPROOFING. Any combination of structural and non-structural additions, changes, or adjustments to structures, which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

FLOODWAY. The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot. [Also defined in FBC, B, Section 202.]

FLOODWAY ENCROACHMENT ANALYSIS. An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

FLOODWAY FRINGE. That area of the flood plain on either side of the regulatory floodway where encroachment may be permitted without additional hydraulic and/or hydrologic analysis.

FLOOR AREA. Area of all floors of buildings or structures, measured to the outside of the exterior walls.

FLOOR AREA RATIO (FAR). The gross floor area of all buildings or structures on a lot divided by the total lot area.

FLORIDA BUILDING CODE. The family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

FOOD SERVICE FACILITIES. Any commercial facility that generates wastewater through the processing and preparation of food, including restaurants and other commercial facility where food is processed or prepared. It does not include facilities that only sell pre-processed or pre-packaged foods.

FREEBOARD. The additional height, usually expressed as a factor of safety in feet, above a flood level for purposes of flood plain management. Freeboard tends to compensate for many unknown factors, such as wave action, bridge openings and hydrological effect of urbanization of the watershed that could contribute to flood heights greater than the height calculated for a selected frequency flood and floodway conditions.

FRONT BUILDING LINE. A line measured between side lot lines no closer than the front setback and equal to the minimum lot width.

FUNCTIONALLY DEPENDENT USE. As it relates to floodplain management, a use that cannot be used for its intended purpose unless it is located or carried out in close proximity to water, including only docking or port facilities necessary for the loading and unloading of cargo or passengers, and shipbuilding or ship repair facilities. The term does not include long-term storage, manufacture, sales, or service facilities.

GREEN SPACE. A parcel or area of land which is developed, planted, and maintained with trees, shrubs, groundcovers or turfgrass or a combination thereof, and is reserved for a yard area, landscape area, public or private park or recreation area, drainage retention areas and other similar areas.

GROUND SIGN. A sign that is supported by one or more columns, upright poles, or braces extended from the ground or from an object on the ground, or that is erected on the ground, where no part of the sign is attached to any part of a building.

GROWTH SERVICES DIRECTOR. Growth Services Director or his designee.

HARDSHIP. As it relates to flood plain management and variances to the flood plain overlay zone, the exceptional hardship associated with the land that would result from a failure to grant the requested variance. The community requires that the variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

HAZARD. A cross-connection or potential cross-connection which involves an actual or potential threat to the quality and/or potability of the water supplied by a public potable water system. The degree of hazard associated with any private water system shall be determined from an evaluation of the conditions existing within that system.

HEALTH HAZARD. A hazard involving any substance that could, if introduced into the public potable water system, cause death or illness, spread disease, or have a high probability of causing such effects.

HEAVY MACHINERY OR EQUIPMENT. Machinery used primarily by the construction, mining, well drilling, oil and gas industries and including overhead traveling cranes, hoists, and monorail systems for installation in factories, warehouses, marinas, and other industrial and commercial establishments.

HEIGHT OF BUILDING. The vertical distance from the established grade at the center of the front of the building to the highest point of the roof surface for a flat roof, to the deck line for a mansard roof and the height of the ridge for gable, hip, and gambrel roofs.

HIGH VOLUME IRRIGATION. An irrigation system (or zone) which utilizes heads or emitters with application rates higher than 0.5 gpm.

HIGHEST ADJACENT GRADE. The highest natural elevation of the ground surface, prior to the start of construction, next to the proposed walls or foundation of a structure.

HISTORIC STRUCTURE. Any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings.

HOME OCCUPATION. Any business or commercial activity that is:

A. Conducted within a single family dwelling unit in a residential zoning classification and is incidental to the principal residential use of the premises, or

B. Conducted on the same tract with the principal structure in an agricultural zoning classification, and

C. Which is a permitted use within the agricultural zoning classification and conducted without significantly adverse impact on the surrounding area.

HORIZONTAL DATUM. An accepted current coordinate system used to describe a point on the earth's surface pre-approved by the Office of the County Engineer.

HOUSE OF WORSHIP. A structure whose principal use is public assembly for worship and teaching of religious concepts.

HOUSEHOLD PET. All animals which are normally considered as household pets and which can be maintained and cared for within the living space of a residence or outside the residence. Such animals may include but are not limited to dogs, cats, small reptiles, small rodents, fish, small birds such as parrots and parakeets, and other similar animals.

ILLUMINATED SIGN. A sign which contains a source of light or which is designed or arranged to reflect light from an artificial source including indirect lighting, neon, incandescent lights and backlighting.

IMPERVIOUS SURFACES. Those surfaces which do not absorb water including but not limited to, buildings, paved parking areas, driveways, roads, sidewalks, patios and any areas covered by brick, concrete, concrete pavers, or asphalt paving materials.

INDUSTRIAL/COMMERCIAL PARK. A tract of land that is planned, developed, and operated as an integrated facility for a number of individual industrial or commercial or mixed uses.

INFRASTRUCTURE. Facilities and services needed to sustain residential, commercial, and industrial activities. Infrastructure includes, but is not limited to, water and sewer, streets, street signage, drainage, parks and open space, and other public facilities.

INSTITUTIONAL USE. A nonprofit, religious, or public use, such as a church, library, public or private school, hospital, community home, convalescent home, adult congregate living facility, or government owned or operated building, structure, or land used for public purpose or benefit.

INTENSIVE RECREATIONAL AREAS. Sites which provide location for uses such as football, baseball, softball, soccer, and golf courses excluding such areas as secondary and tertiary roughs and out-of-bound areas. Only such sports related fields shall fit this definition while common areas and open spaces between such fields shall not be exempt from irrigation design standards or watering restrictions.

IRRIGATION. The application of water by manmade means to plant material and turfgrass.

JUNK. Used and discarded machinery, scrap, iron, steel, other ferrous and non-ferrous metals, inoperative vehicles, tools, implements or portions thereof, glass, plastic, cordage, building materials, or other waste.

JUNK YARD. A parcel of land on which junk is collected, stored, salvaged or sold, including automobile recycling facilities.

KARST FEATURE. A landform that has been modified by dissolution of soluble rock, including limestone or dolostone. These include springs, spring runs, sinkholes, solution pipes, swallets and swallow holes. A directly or indirectly connected karst feature is one where no confining layer of sediment exists to prevent runoff from directly or indirectly entering the Floridan Aquifer system.

KENNEL. Any place or premises where four or more dogs or cats, over four months of age are groomed, bred, raised, boarded, or trained for compensation or income.

LANDSCAPABLE AREA. The entire parcel less the building footprint, natural water features, surfaced and un-surfaced driveways and parking areas, road rights-of way, hardscapes such as decks and patios, and other non-planted areas. Landscapable area excludes golf course play areas, other intensive recreation areas (e.g. soccer fields, ball diamonds, etc.) and any part of a constructed stormwater management system that has a design stage or storage depth three feet or greater.

LANDSCAPE ARCHITECT. The County's Landscape Architect or his designee.

LANDSCAPE ISLAND. A raised area, usually curbed, placed to guide traffic and separate lanes, and used for landscaping, signage, or lighting.

LEASABLE/INTERIOR AREA. The area of open floor space within a structure's exterior walls and excluding the interior walls.

LETTER OF MAP CHANGE (LOMC). An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

(1) **LETTER OF MAP AMENDMENT (LOMA):** An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

(2) **LETTER OF MAP REVISION (LOMR):** A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

(3) **LETTER OF MAP REVISION BASED ON FILL (LOMR-F):** A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

(4) **CONDITIONAL LETTER OF MAP REVISION (CLOMR):** A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

LEVEL OF SERVICE. An indicator of the extent or degree of service provided by, or proposed to be provided by, a facility based on and related to the operational characteristics of the facility. Level of service indicates the capacity per unit of demand for each public facility.

LEVEL OF SERVICE STANDARD. The level of service a facility is not to exceed as established in the Comprehensive Plan.

LIGHT-DUTY TRUCK. As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

(1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or

(2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or

(3) Available with special features enabling off-street or off-highway operation and use.

LISTED SPECIES. Those species identified by the USFWS and/or FWC as endangered, threatened, or special concern.

LIVESTOCK. Includes, but is not limited to, all animals of the equine, ratite, bovine, or swine class, including goats, sheep, mules, horses, llamas, alpacas, hogs, cattle, poultry, emus, ostriches, and other grazing animals. The term livestock shall specifically exclude specialty animals.

LOCALLY SIGNIFICANT NATURAL RESOURCES. Lands or areas which include environmentally sensitive lands or other features and/or characteristics as identified by Comprehensive Plan Conservation Element Policy 1.1.2.

LOT. A designated parcel, tract, or area of land established by a plat or otherwise as permitted by law and to be used, developed, or built upon as a unit.

LOT AREA. The size of a lot measured within the lot lines and expressed in terms of acres or square feet.

LOT DEPTH. The dimension from the center of the front of the lot to the center of the rear of the lot.

LOT LINE. The boundary line of a lot.

A. **LOT LINE, FRONT.** The line abutting the street right-of-way or point of access which for corner lots shall be determined by the property owner.

B. **LOT LINE, REAR.** The lot line opposite to and most closely paralleling the front lot line.

C. **LOT LINE, SIDE.** Any lot line other than a front or rear lot line.

LOT WIDTH. The horizontal distance between the side lot lines measured at the front property line. For lots located on a curve, it shall be the chord distance of the curve at the front property line.

LOW VOLUME IRRIGATION. Irrigation by a system which utilizes devices that irrigate at rates of 0.5 gpm or less, allowing water to be placed with a high degree of efficiency at the root zone of each plant.

LOWEST ADJACENT GRADE. The lowest elevation, after the completion of construction, of the ground, sidewalk, patio, deck support, or basement entryway immediately next to the structure.

LOWEST FLOOR. The lowest floor of the lowest enclosed area of a building or structure (including basement), but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24. [Also defined in FBC, B, Section 202.].

MANUFACTURED BUILDING. A structure bearing a seal issued by the Florida Department of Community Affairs certifying that it is built in compliance with the requirements of the Florida Manufactured Building Act of 1979.

MANUFACTURED HOME. A structure bearing a label certifying that it is built in compliance with the Federal Manufactured Housing Construction and Safety Standards (24 CFR 3280) HUD Code. For floodplain management purposes, it is a structure, transportable in one or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.]

MANUFACTURED HOME/MOBILE HOME PARK OR SUBDIVISION. A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

MANUFACTURED HOME PARK OR SUBDIVISION, EXISTING. As it relates to the Flood Plain Overlay Zone, a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) was completed before January 19, 1983.

MANUFACTURED HOME PARK OR SUBDIVISION, NEW. As it relates to the Flood Plain Overlay Zone, a manufactured home park, or subdivision, for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) and was completed on or after January 19, 1983.

MANUFACTURING. A commercial or industrial activity involved in the research, development, assembly, production, testing, or processing of goods, materials, components, devices, equipment, or systems.

MARINA. A premises located adjacent to water bodies, canals, or water ways providing wet or dry storage and all accessory facilities.

MARION-FRIENDLY LANDSCAPING. The use of plants (and non-plant materials such as mulch) and landscape designs and practices that are compatible with the natural environment and climate of Marion County. Marion-Friendly Landscaping minimizes the use of turfgrass that is irrigated and fertilized, and maximizes the use of plants that tolerate sandy soils and drought conditions characteristic of north-central Florida.

MARION-FRIENDLY LANDSCAPING AREA (MFLA). That portion of a new or expanded development that through the approved development plans, documents, and deed restrictions, is identified to be maintained as Marion-Friendly Landscaping and where the use of high volume irrigation, non-drought tolerant plants, and lawn chemicals (fertilizers and pesticides) on turfgrass is prohibited.

MARKET VALUE. As it relates to floodplain management, the price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in Article 5, Division 3, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value can be established by an independent certified appraisal (other than a limited or curbside appraisal, or one based on income approach), actual cash value (replacement cost depreciated for age and quality of construction of building), or adjusted tax-assessed values adjusted to approximate market value by a factor provided by the Property Appraiser.

MARQUEE. A structure projecting from and supported by a building which extends beyond the building line or property line and fully or partially covers a sidewalk, public entrance, or other pedestrian way.

MCUD DIRECTOR. Marion County Utilities Department Director, or his designee.

MINI-WAREHOUSE (SELF-SERVICE STORAGE FACILITY). A building, or group of buildings, consisting of individual, small, self-contained units that are leased or owned for the storage of business and household goods or contractors supplies.

MOBILE HOME. A transportable structure designed to be:

A. Used as a year-round residential dwelling, built prior to enactment of the Federal Manufactured Housing Construction and Safety Standards, which became effective for all manufactured home construction on June 15, 1976, and

B. Any vehicle without independent motive power which is designed for housing accommodations and transportation over the highways on a chassis under carriage, which is an integral part thereof, but does not include travel trailers or recreational units as defined by § 320.01 FS. This definition shall include any unit which meets the criteria above and is certified by the Department of Safety and Motor Vehicles as meeting requirements of as defined in Ch. 320 FS.

MODEL HOME. A single-family dwelling unit, or units, used by a home builder to illustrate the features available to a potential purchaser of a dwelling unit when constructed on a different lot, parcel, or tract.

MODEL HOME SALES LOT OR MODEL HOME COMPLEX. Model homes designed in a cluster to create a sales facility.

MODIFY. Regarding towers, modify shall include all structural changes to a tower other than routine maintenance, including, without limitation, structural modifications, rebuilding, or relocating on the same parcel. Modify does not include adding additional or different antennas, or deleting or removing antennas.

MONOPOLE TOWER. A tower consisting of a single pole, or spine, self supported by a permanent foundation, and constructed without guy wires and ground anchors.

MULTI-DWELLING. A structure which contains three or more dwelling units.

MULTI-FAMILY. Any residential development project that consists of more than two dwelling units per building, or eight dwelling units or more per gross acre.

MULTIPLE OCCUPANCY COMPLEX. A commercial occupancy (i.e. any occupancy other than residential or agricultural) consisting of a parcel of property, or parcel of contiguous properties, existing as a unified or coordinated project, with a building or buildings housing more than one occupant, or more than one business under one ownership.

NATIVE TREE. A self-supporting woody plant which normally grows to a height of ten feet or more and which is classified as native vegetation.

NATIVE VEGETATION. Those species occurring within the state boundaries prior to European contact, according to the best available scientific and historical documentation. It includes those species understood as indigenous, occurring in natural associations and habitats that exist prior to significant human impacts.

NATURAL AREA. Undeveloped lands considered to be in, or maintained in, an undisturbed or unmodified condition which provide habitat or natural open space.

NEW CONSTRUCTION. For the purposes of administration of Article 5, Division 3 and the flood resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after January 19, 1983 and includes any subsequent improvements to such structures.

NEW MANUFACTURED HOME PARK OR SUBDIVISION. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at

a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after January 19, 1983.

NIGHTCLUB. A bar or similar establishment providing food, refreshments, or alcoholic beverages wherein dancing is permitted or paid entertainment is provided.

NONCONFORMING LOT. A lot of record which does not conform to the current minimum requirements for a lot in the zoning classification in which it is located.

NONCONFORMING STRUCTURE. A building or structure which does not conform to the current minimum requirements for such structure in the zoning classification in which it is located.

NONCONFORMING USE. A use which is not a permitted use, or special use, in a current zoning classification.

NON-CONTIGUOUS PARCELS. Those parcels that do not have any common property lines, or which are separated by platted or unplatted roads, streets, or alleys which have been dedicated for public use, or prescriptive easements for road right-of-way purposes.

NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988. The vertical control datum of orthometric height established for vertical control surveying in the United States of America based upon the General Adjustment of the North American Datum of 1988.

OCCUPANT (OCCUPANCY). One who has certain legal rights to or control over the premises he occupies; the state of being an occupant.

OFF-SITE SIGN. A sign that identifies or communicates a commercial or non-commercial message related to an activity conducted, or service rendered, or a commodity sold at a location or on a parcel other than where the sign is located.

ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM (OSTDS). Also referred to as a septic system.

ON-SITE SIGN. A sign that identifies or communicates a commercial or non-commercial message related to an activity conducted, service rendered, or a commodity sold, at the location where the sign is installed.

OPEN BASIN. All watersheds not meeting the definition for Closed Basin.

OPEN SPACE. Land area restricted or not developed depending on its designation as natural open space or improved open space consistent with the provisions of Section 6.6.6.

ORDINARY HIGH WATER LINE (OHWL). The highest reach of a navigable, nontidal waterbody as it usually exists when in its ordinary condition and is not the highest reach of such waterbody during the high water season or in times of freshets. The term also includes the terms "ordinary high-water line" and "line of ordinary high water."

OUTSIDE STORAGE. The storage or display, outside of a completely enclosed building, of merchandise offered for sale or rent as a permitted use or of equipment, machinery, and materials used in the ordinary course of a permitted use.

OWNER. The person, firm, corporation, or governmental unit holding title of the real estate upon which construction is to take place.

PACKAGE STORE. A premises in which alcoholic beverages are sold for off-premises consumption.

PARCEL. A continuous quantity of land in the possession of or owned by, or recorded as the property of the same person or persons. A parcel may consist of contiguous platted lots.

PARCEL OF RECORD. A designated parcel, tract, or area of land established by plat, metes and bounds description, or otherwise permitted by law, to be used, developed or built upon as a unit, which complies with the

applicable building codes and zoning regulations, and which existed on or before January 1, 1992, and under one ownership as of August 11, 1993.

PARK. Land which is used for active or passive recreational purposes, whether dedicated public or private.

PARK MODEL OR PARK TRAILER. A transportable unit which has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures or appliances or; a park trailer constructed to ANSI A-119.5 standards which does not exceed 400 square feet gross floor area or; a park trailer constructed to US Department of Housing and Urban Development Standards which does not exceed 500 square feet gross floor area.

PARKING AREA. An open area, other than a street or other public way, used for the parking of motor vehicles.

PARKING LANE. A lane located on the side of a street, designed to provide on-street parking of a motor vehicle.

PARKING SPACE. An area provided for the parking of a motor vehicle.

PASSIVE RECREATION. Those recreational activities afforded by such natural resources as the native flora, fauna, and aesthetic appeal of a natural setting and requiring minimal development to utilize and enjoy such resources. These activities include hiking, nature watching, unstructured play, picnicking, horseback riding and bicycle riding.

PERMEABILITY. The capacity of a porous medium for transmitting water.

PLANNED UNIT DEVELOPMENT (PUD). A designated contiguous area of property for the comprehensive development of a single use or of mixed uses.

PLANNING/ZONING MANAGER. Planning /Zoning Manager or designee.

PLAT. A map, or delineated representation of the subdivision of lands, being a complete exact representation of the subdivision and complying with this Code and Ch. 177 FS.

PLAYGROUND. Properties and facilities owned and operated by any governmental agency, or owned and operated by any private agency, including day care centers, which are open for recreational or child care purposes.

POINT OF CONNECTION. The outlet side of the meter designated to serve the customer.

PORTABLE SIGN. Any sign which is designed to be transported by trailer or on its own wheels, including such signs whose wheels have been removed and the remaining chassis or support structure converted to an A- or T-frame sign and anchored temporarily to the ground.

POTABLE WATER. Water that is suitable for human consumption.

POTENTIOMETRIC SURFACE (POTENTIOMETRIC HEAD). The level to which water would rise in a tightly cased well penetrating an aquifer. The water table and artesian pressure surfaces are particular potentiometric surfaces.

PRESSURE VACUUM BREAKER ASSEMBLY. A backflow prevention assembly which includes an independently operating, internally loaded check valve; an independently operating, loaded air inlet valve located on the discharge side of the check valve; and properly located test cocks and tightly closing resilient-seated shut-off valves attached at each end of the Assembly. This assembly shall not be used if back pressure could develop in the downstream piping.

PRINCIPAL STRUCTURE. A structure on a lot or parcel which is used, arranged, adapted or designed for the predominant or primary use for which the lot or parcel is or may be used.

PRINCIPAL USE. The primary or predominant use of a lot, parcel, structure, or structure and land in combination.

PRIVATE CLUB. A premises used for meetings or activities of persons in which use is restricted to members and guests.

PRIVATE PERFORMANCE. As it relates to the adult entertainment business, modeling, posing or the display or exposure of any specified anatomical area by an employee or independent contractor using the premises under a contract or lease, of an adult entertainment establishment to a person other than an employee while the person is in an area within the establishment not accessible during such display to all other persons in the establishment, or while the person is in an area in which the person is totally or partially screened or partitioned during such display from the view of all persons within the establishment.

PROGRAM DEFICIENCY. As it relates to the flood plain overlay zone, a defect in the community's flood plain management regulations or administrative procedures that impairs effective implementation of those flood plain management regulations or of the standards required by the National Flood Insurance Program.

PROHIBITED CONNECTION. Any connection of an unsafe system to a safe system as deemed by the MCUD.

PROJECT AREA. The limits of the land area identified on a plan where project improvements and features are proposed.

PUBLIC ACCESS REUSE. The application of reclaimed water to an area that is intended to be accessible to the general public; such as golf courses, cemeteries, parks, landscape areas, hotels, motels, and highway medians. Public access areas include private property that is not open to the public at large, but is intended for frequent use by many persons. Public access areas also include residential dwellings. Presence of authorized farm personnel or other authorized treatment plant, utilities system, or reuse system personnel does not constitute public access. Irrigation of exercise areas and other landscape areas accessible to prisoners at penal institutions shall be considered as irrigation of public access areas.

PUBLIC AREAS. Areas such as parks, playgrounds, trails, paths and other recreation areas and open spaces; scenic and historic sites; schools and other properties, buildings and structures which have been or will be conveyed or dedicated to the County or other public body.

PUBLIC FACILITIES. Transportation systems or facilities, sewer systems or facilities, solid waste systems or facilities, drainage systems or facilities, potable water systems or facilities, schools, and parks and recreation systems or facilities. This includes privately operated sewer and water systems that are classified as public systems.

PUBLIC POTABLE WATER SUPPLY SYSTEMS. Wells, treatment systems, disinfection systems, reservoirs or other storage and high service pumps, pipes, lines, valves, meters, water mains, laterals, and services, used or having the present capacity for future use in connection with the obtaining and supplying of potable water for domestic consumption, fire protection, irrigation, consumption by business, or consumption by industry. Without limiting the generality of the foregoing definition, the system shall embrace all necessary appurtenances and equipment and shall include all property, rights, easements and franchises relative to any such system and deemed necessary or convenient for the operation thereof.

PUBLIC SAFETY AND NUISANCE. As it relates to the flood plain overlay zone, anything which is injurious to safety or health of the entire community or a neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

QUALIFYING NATURAL AREA/COMMUNITY. Those lands identified by the FDEP and the Florida Natural Areas Inventory (FNAI) produced by FDEP as significant areas which are relatively undisturbed and include flora or fauna that reflect the conditions of the area at the time colonial settlement occurred in Florida and Marion County.

RAPID-RATE LAND APPLICATION (RRLA). The use of percolation ponds or rapid infiltration basins (RIBs) or subsurface absorption fields, as described in Ch. 62 FAC.

RECEIVING AREA. Lands designated by one or more of Marion County's Transfer of Rights Programs (TRPs) as eligible to receive Transferrable Credits (TDCs) for use in adding residential dwelling units in conjunction with or in addition to other permitted development activity on the designated lands wherein the lands are depicted on Marion County Comprehensive Plan Future Land Use map Series Map 1, *Marion County 2035 Future Land Use Map*, or Map 13, *Transfer of Rights*.

RECLAIMED WATER. Water that has received at least advanced secondary treatment and high level disinfection. Water receiving additional treatment may be used in public access areas, when in compliance with the FDEP requirements pursuant to § 62-610 FAC.

RECORDED SUBDIVISION. A platted subdivision of lands, approved by the Board of County Commissioners, which has a final plat recorded in the public records of Marion County consistent with this Code and Ch. 177 FS.

RECREATION VEHICLE PARK. A tract of ground upon which three or more single-family camp cottages, tents or recreational vehicles are located or maintained for accommodation of transients whether or not a charge is made.

RECREATIONAL FACILITY. Any public or private structure or facility used for active recreational pursuits, including such facilities as golf courses, tennis courts, racquetball courts, handball courts, baseball fields, soccer fields, football fields, basketball courts, swimming pools, jogging or exercise trails, and similar facilities.

RECREATIONAL VEHICLE. A vehicle, including a park trailer, which is: [see in section 320.01, F.S.)

(1) Built on a single chassis;

(2) Four hundred (400) square feet or less when measured at the largest horizontal projection;

(3) Designed to be self-propelled or permanently towable by a light-duty truck; and

(4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

REDUCED-PRESSURE PRINCIPLE ASSEMBLY. A Backflow Prevention Assembly which includes two independently acting check valves; a hydraulically operating, mechanically independent pressure differential relief valve located both between the check valves and below the first check valve; and properly located test cocks and tightly closing resilient-seated shut-off valves attached at each end of the Assembly.

REGISTERED DIVISIONS OF LAND. A map or survey of divisions of land three acres or larger in size, including "flag lots" as that term is commonly known in Marion County, and which was filed and accepted by Marion County prior to January 1, 1992.

REGULATED USES OR ADULT AND SEXUALLY-ORIENTED BUSINESS. Uses such as but not limited to adult book store or film store, adult booth, adult cabaret, and adult theater or mini-motion theater or drive-in.

REGULATORY FLOODWAY. The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

REMEDY A DEFICIENCY OR VIOLATION. As it relates to the flood plain overlay zone, to bring the regulation, procedure, structure or other development into compliance with State of Florida, Federal or local flood plain management regulations; or if this is not possible, to reduce the impacts of its noncompliance. Ways the impacts may be reduced include protecting the structure or other affected development from flood damages, implementing

the enforcement provisions of the Flood Plain Overlay Zone in Article 5 or otherwise deterring future similar violations, or reducing Federal financial exposure with regard to the structure or other development.

REMODELING. Any change, partial removal, partial replacement, or addition to buildings.

RESIDENTIAL DUAL CHECK. A compact, mechanical Backflow Prevention Device manufactured with two independently acting, spring actuated check valves.

RESIDENTIAL SERVICE ADDRESS. A metered residential address whose private water systems serve only residential dwellings the total of which is designed to house no more than four families.

RESIDENTIAL USES. One-family dwellings, two-family dwellings, and multi-family dwellings.

RESIDUALS. Biosolids from a permitted wastewater treatment or water reuse facility and septage from an OSTDS.

RETAIL SALES. Any business activity, and related services, customarily selling goods and commodities for profit.

RETAINING WALL. A structure erected between lands of different elevation to protect structures or to prevent the loss of earth from the upper slope level.

RIVERINE. Relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

ROOF LINE. A horizontal line intersecting the highest point or points of a roof.

ROOF SIGN. A sign placed above the roof line of a building or on or against a roof slope of less than 45 degrees as measured from the vertical plane.

RUNOFF. The surface flow of stormwater.

RURAL AREA. Lands located outside the Urban Growth Boundary (UGB) as designated by the Comprehensive Plan Future Land Use Map Series Map 1 *Marion County 2035 Future Land Use Map* excluding those lands bearing an Urban Area land use designation as specified in Comprehensive Plan Future Land Use Element Appendix A, Table A-1 *Land Use Classifications and Standards*.

SAFE YIELD. The overage annual amount of groundwater that could be extracted from a groundwater basin (or reservoir) over a long period of time without causing a long term reduction of groundwater quantity, quality, or other undesirable impacts.

SCHOOL. A public or private educational institution offering students an academic curriculum, including kindergartens, elementary schools, middle schools, high schools, colleges and universities. Such term shall also include all adjacent properties owned and used by such schools for education, research, maintenance, or recreational purposes.

SCREEN. A structure or planting consisting of fencing, walls, berms, trees, or shrubs which provides sight obstruction within or to a site or property.

SEMICONFINED AQUIFER. An aquifer that receives recharge in the form of leakage through underlying or overlying semipermeable formations (aquitards).

SENDING AREA. Lands designated by one or more of Marion County's Transfer of Rights Programs (TRPs) as eligible to obtain Transferrable Credits (TDCs) which may be transferred or conveyed to a site within a designated Receiving Area where the TDCs may be used for development.

SETBACK (OR SETBACK LINE). An area defined by a lot line, street centerline, wetland line, water boundary setback line of an open body of water, or right-of-way line and a line on a lot parallel to, and a specified distance from said lines in which area no structure may be located and into which no part of any structure shall project, unless

specifically permitted in this Land Development Code. Setbacks shall be measured from lot lines unless specifically stated otherwise or unless the context in which the term is used implies another intended meaning.

A. **FRONT SETBACK.** That area defined by the front lot line and a parallel line on the lot a specified distance from such front lot line.

B. **SIDE SETBACK.** An area located between a front yard setback and a rear yard setback, defined by a side lot line and a parallel line on the lot a specified distance from such side lot line.

C. **REAR SETBACK.** That area defined by the rear lot line and a parallel line on the lot a specified distance from such rear lot line.

SHOPPING CENTER. As it relates to sign regulations, a group of commercial retail establishments developed and managed as a unified site with shared access, off-street parking, and common areas.

SIGHT TRIANGLE. A triangular-shaped portion of land established at street intersections in which nothing is erected, placed, planted or allowed to grow in such a manner as to limit or obstruct the sight distance of motorists approaching or at the intersection.

SIGN. Any structure, or part thereof, or any device attached to a structure or applied to any surface or object, for visual communication, embodying letters, numerals, symbols, figures, flag, banner, pendant or designs in the nature of an announcement, direction, or advertisement, directing attention to an object, products, place, activity, service, person, institution, organization, or business and which is visible from any public street, alley, waterway, or public place. This definition of a sign shall not include any flag, notice badge, or ensign of any government or governmental agency, or any legal notice posted by and under governmental authority.

SIGN FACE AREA OR SIGN AREA. The area of any regular geometric shape which contains the entire surface area of a sign upon which copy may be placed.

SIGN STRUCTURE. Any construction used or designed to exclusively support a sign.

SIGNIFICANT IMPROVEMENT. Any reconstruction, rehabilitation, addition or other improvement of a structure, the cumulative cost of which equals or exceed 25 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures that have incurred "substantial damage" regardless of the actual repair work performed. This term does not, however, include either: [Also defined in FBC, B, Section 202]

A. Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

B. Any alternation of a historic structure provided the alternation will not preclude the structure's continued designation as a historic structure.

SINKHOLE. A landform created by subsidence of soil, sediment or rock as underlying strata are dissolved by ground water. Sinkholes may be directly or indirectly connected to the aquifer or disconnected by the presence of a confining layer of soil (clay) or rock that no longer allows water to permeate below this layer. The later may be expressed as a relic sinkhole or lake, depression in the land surface, or loose soils in the subsurface.

SLOW-RATE LAND APPLICATION (SRLA). The application of reclaimed water to a vegetated land surface using an overhead or spray, or subsurface drip, Irrigation system, as defined in §§ 62-610.400 and 62-610.450 FAC.

SOLUTION PIPE. A naturally occurring vertical cylindrical hole attributable to dissolution, often without surface expression and much narrower circumference than a sinkhole.

SPECIAL FLOOD HAZARD AREA (SFHA). The land in the flood plain within a community subject to a one percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. [Also defined in FBC, B Section 202.]

SPECIAL USE. A use that would not be appropriate generally or without restriction throughout the particular zoning classification but which, if controlled as to number, area, location, or compatibility with the surrounding area, would not adversely affect the public health, safety, and general welfare.

SPECIAL USE PERMIT (SUP). A permit for a use that would not be appropriate generally or without restriction throughout the particular zoning classification but which, if controlled as to number, area, location, or compatibility with the surrounding area, would not adversely affect the public health, safety, and general welfare.

SPECIALTY ANIMALS. All animals including native and imported animals which have been, removed from the wild or, animals being bred, raised or kept for research, food, fur, skins, or for the production of income and/or, animals requiring a permit or license from the State Fish and Wildlife Conservation Commission or the US Fish and Wildlife Service shall be regulated by Special Use Permit. Large reptiles are included in this category. Where nine or more animals are being kept as household pets, and do not meet the above listed requirements or the below listed exclusions, they shall be treated as specialty animals and regulated by Special Use Permit. Specialty animals shall not include livestock, dogs, cats or homing/racing pigeons meeting the requirements of Article 4.

SPECIFIC CAPACITY. The ratio of well discharge to the drawdown produced, measured inside the well (gpm/ft of drawdown).

SPECIFIED ANATOMICAL AREAS. As it relates to the adult entertainment business:

A. Less than completely and opaquely covered:

(1) Human genitals;

(2) Pubic region;

(3) Buttock; or

(4) Female breast below a point immediately above the top of the areola; or

B. Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

SPECIFIED SEXUAL ACTIVITIES. As it relates to the adult entertainment business:

A. Human genitals in a state of sexual stimulation or arousal;

B. Acts of human masturbation, sexual intercourse or sodomy; and

C. Fondling or other erotic touching of human genitals, pubic region, buttock or female breast.

SPRINGS PROTECTION ZONE (SPZ). An area surrounding designated springs within Marion County establishing design and development criteria intended to maintain and support the continued existence and quality of the designated springs, and divided into Primary and Secondary areas pursuant to Article 5.

START OF CONSTRUCTION. The date of issuance for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of permit issuance. The actual start means the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation or placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary

forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main building. For substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

STATIC LEVEL. The stabilized water level in a nonpumped well.

STOCKPILE. As it relates to the springs protection zone, animal manure, including droppings, urine, and soiled bedding material, that is piled, spread, or otherwise allowed to accumulate to such depth and/or volume in excess of three cubic yards that it: a) prevents or substantially hinders the growth of grass or other vegetation, and/or b) generates leachate that can potentially contaminate ground or surface water. Manure that is spread on pasture or cropland areas in accordance with normal agronomic practices following UF/IFAS recommendations and this section is not considered stockpiling.

STORAGE COEFFICIENT. The volume of water that an aquifer releases from or takes into storage per unit surface area of aquifer per unit change in the component of head normal to that surface. In a water table aquifer the storage coefficient is essentially the same as its porosity.

STORM CELLAR. A place below grade used to accommodate occupants of the structure and emergency supplies as a means of temporary shelter against severe tornadoes or similar windstorm activity.

STREET. A public or private travelway used or intended to be used, for passage or travel by vehicles.

STREET FRONTAGE. The distance along the property line at the right-of-way or easement of the street providing primary access and exposure to the existing or proposed development.

STRUCTURE. Anything constructed or built which is located on or under land. For flood plain management purposes, a walled and roofed building, including gas or liquid storage tank that is principally above ground, as well as a manufactured home.

STUB STREET. A portion of a street for which an extension has been proposed and approved. May be permitted when development is phased over a period of time, but only if the street in its entirety has been approved in the preliminary plan.

SUBDIVISION. The division of land into three or more lots, tracts, parcels, tiers, blocks, sites, units or any other division of land; and may include establishment of new streets and alleys, additions, and re-subdivisions or replats; and, when appropriate to the context, relates to the process of subdividing or to the lands or area subdivided.

SUBSTANTIAL DAMAGE. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL DEVELOPMENT. As it relates to vested rights, shall mean that required permits for commencement of construction have been obtained; and permitted clearing and grading has commenced on any significant portion of the development subject to a single final local development order; and the actual construction of water and sewer lines, or streets, or the stormwater management system, on said portion of the development is substantially complete or is progressing in a manner that significantly moves the entire development toward completion.

SUBSTANTIAL IMPROVEMENT. Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures that have incurred "substantial damage" regardless of the actual repair work performed. This term does not, however, include either: [Also defined in FBC, B, Section 202.]

(1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

(2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

SWALLET OR SWALLOW HOLE. A place where water disappears underground in a limestone fissure or opening at or near the surface. A swallow hole generally implies water loss in a closed depression or sinkhole, whereas a swallet may refer to water loss from a disappearing stream or streambed, even though there may be no depression.

TEST WELL. Completed well for pumping used to obtain information on capacity, groundwater quality, geologic and hydrologic conditions, and related information.

TOTAL NITROGEN (TN). As a measurement of wastewater effluent quality, Total Nitrogen is the total content of the nitrogen species of organic nitrogen, ammonia, nitrate and nitrite expressed as elemental nitrogen, N, as determined using approved methods.

TOWER. A lattice, guyed or monopole structure constructed from grade which supports antennas. The term "tower" shall not include the singular use as a amateur radio operator's equipment, as licensed by the FCC, or antenna support structures and/or towers which are less than 50 feet in height and are used only to support antennas which receive, but do not transmit television signals.

TOWER CLUSTERING. The location of two or more towers on a parcel of property.

TRANSFER OF RIGHTS PROGRAM (TRP). A program which awards or grants to a property owner Transferrable Development Credits (TDCs) which may then be transferred or conveyed to a party that may use the TDCs for the development of lands deemed eligible by Marion County.

TRANSFERRABLE DEVELOPMENT CREDIT (TDC). A residential unit equivalent which may be granted to lands within eligible Sending Areas for subsequent transfer/sale between parties wherein the TDC is used by the receiving party to provide for additional residential development on lands eligible for use in a designated Receiving Area.

TRANSMITTER TOWER. A structure designed, constructed or used for the sole purpose of broadcasting or retransmitting any form of radio, television, radar, microwave, or other type of electronic wave, or impulse.

TREE. Any self-supporting woody plant which has at least one main trunk, and is normally grown to an overall height of a minimum of ten feet.

TREE REMOVAL. To physically remove a tree, including the performance of any act by a property owner or his designated agent, on a particular parcel of record which causes the death of a tree, or the effective removal of a tree through damage.

TURFGRASS. A mat layer of monocotyledonous plants, including but not limited to Bahia, Bermuda, Centipede, Paspalum, St. Augustine, and Zoysia grasses.

TWO-FAMILY DWELLING. A structure containing two dwelling units.

UNIT. That part of a multiple occupancy complex housing one occupant or use.

UNRECORDED SUBDIVISION. A platted subdivision of lands which has been accepted by the Board of County Commissioners for filing only by the Clerk of the Court in the public records of Marion County. Said plats were prepared and filed prior to August 14, 1970, in the public records of Marion County in record books entitled "Unrecorded Subdivisions."

URBAN AREA. Lands located within the Urban Growth Boundary (UGB) as designated by the Comprehensive Plan Future Land Use Map Series Map 1 Marion County 2035 Future Land Use Map or those lands located in the Rural Area bearing an Urban Area land use designation as specified in Comprehensive Plan Future Land Use Element Appendix A, Table A-1 Land Use Classifications and Standards.

URBAN GROWTH BOUNDARY (UGB). The boundary established by Marion County Comprehensive Plan Future Land Use map Series Map 1, Marion County 2035 Future Land Use Map, which identifies the geographic area wherein higher density and intensity development and full urban services are intended to be concentrated.

UTILITY. The individuals and/or legal entities which own and are responsible for the operation and maintenance of public or private utility services such as potable water, wastewater, phone, cable, electric, etc.

VARIANCE. As it relates to the zoning requirements of this Code, a grant of relief to a particular property owner because of the practical difficulties or unnecessary hardship that would be imposed by the strict application of that zoning provision of the Code. For floodplain management purposes, a grant of relief from the requirements of Article 5, Division 3, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by Article 5, Division 3 or the Florida Building Code.

VEHICLE SIGN. Any sign affixed to a vehicle.

VERTICAL DATUM. An accepted reference or basis for elevations pre-approved by the Office of the County Engineer.

VESTED RIGHTS. The authorization to improve and/or develop properties meeting the conditions established in Division 1.7.

VIOLATION. The failure of a structure or other development to be fully compliant with the requirements of a specific provision of this Code.

WAIVER. A grant of relief from compliance with a specific provision of this Code, not zoning related, granted to a particular property owner because of financial hardship or alternate design concept.

WASTEWATER. Any substance that contains any of the waste products, excrement, or other discharge from the bodies of human beings or animals as well as such other wastes as normally emanate from dwelling houses.

WASTEWATER SERVICE LATERAL. Those service laterals or force mains from the customer's property line to the wastewater main and all appurtenances.

WASTEWATER SYSTEM. A centralized or decentralized system for the collection and treatment of domestic wastewater and disposal of reclaimed effluent. A wastewater system includes without limitation the collection lines, wastewater treatment facility, pumping stations, intercepting sewers, force mains, and all necessary appurtenances and equipment and shall include all property, rights, easements, and franchises relating to any such system and deemed necessary or convenient for the operation thereof.

WASTEWATER TREATMENT FACILITY (WWTF). The facility at which the raw wastewater is collected and treated.

WATER BOUNDARY SETBACK LINE (WBSL). Unless previously established by Board action, the Water Boundary Setback Line is the normal or average reach of a water body during the high water season. However, on low, flat-banked water bodies where there is no well-defined mark, the boundary is located at the point up to which the presence and action of the water is so continuous that the cultivation of ordinary agricultural crops is prevented.

WATERCOURSE. A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

WATER DETENTION AREA (WDA). A manmade or natural facility which collects surface or subsurface water and which impedes its flow and releases the same gradually at a rate not greater than that prior to the development of the property, into natural or manmade outlets.

WATER FRONTAGE OR WATER FRONT. That side of a lot, parcel or tract abutting on a water body and which may be considered as the front for setback requirements.

WATER METER. That device, with all appurtenances, which registers water flow to a customer.

WATER RETENTION AREA (WRA). A manmade or natural facility which collects and retains surface water and allows gradual ground infiltration.

WATER SERVICE CONNECTION. The point of connection to the public potable water system (metered or non-metered) where the Utility loses jurisdiction and sanitary control over the potable water delivered to that point. Included within this definition are connections for fire hydrants and other temporary or emergency water service. For metered connections, the point of connection is the downstream end of the water meter.

WATER SERVICE LATERAL. The pipe from the water main to the point of connection.

WATER SURFACE ELEVATION. The height, in relation to an accepted vertical datum, of floods of various magnitudes and frequencies in the flood plains of coastal or riverine areas.

WATER SYSTEM. A water supply distribution system consisting of all water mains, valves, service laterals, fire hydrants, meter boxes, etc. used to deliver water from the WTP to the consumer.

WATER TREATMENT PLANT (WTP). Includes all wells, pumps, tanks, valves, piping, treatment and disinfection facilities required to withdraw, treat, and disinfect water suitable for public consumption.

WETLANDS. Those land areas featuring unique environmental and/or hydrogeologic characteristics which qualifies as wetlands pursuant to § 373.019(25) FS and § 62-340.200 FAC as determined and delineated by the appropriate jurisdictional agency

WETTEST SEASON. As defined in § 64E-6.002 FAC, that period of time each year in which the ground water table elevation can normally be expected to be at its highest elevation.

WILDLAND URBAN INTERFACE/INTERMIX ZONES: Locations which the Marion County Fire Rescue (MCFR) determines that topographical features, vegetation fuel types, local weather conditions, and prevailing winds may result in the potential for ignition of the structures from flames and firebrands of a wildland fire. A wildfire hazard severity analysis shall be provided for review and approval by MCFR.

(Ord. No. 13-20, § 2, 7-11-2013; Ord. No. 17-08, § 2(Exh. A, § 2), 4-11-2017; Ord. No. 17-11, § 4, 5-16-2017; Ord. No. 17-25, § 1(Exh. A), 10-3-2017; Ord. No. 2017-30, § 1(Exh. A, § 2), 11-7-2017; Ord. No. 18-14, § 1(Exh. A, § 2), 5-21-2018; Ord. No. 23-09 , § 1(Att. 1), 4-13-2023)

Marion County
Board of County Commissioners

Office of the County Attorney

601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2330
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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, AMENDING THE LAND DEVELOPMENT CODE (LDC) RELATED TO ARTICLE 1, DIVISION 2, DEFINITIONS

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 **24th day of October 2025:** (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 ordinance proposes to add definitions of Big Box Stores and Shopping Centers to the LDC in order to clarify the uses for other LDC references, such as for signs.

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;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible;
(c) An estimate of Marion County regulatory costs, including estimated revenues from any new charges or fees to cover such costs.
This ordinance does not have a clear direct economic impact. It may make big box stores easier to find for people with low understanding of technology and poor eyesight.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
Unknown, but existing and new big box stores would have a greater allowance of wall signage if this ordinance is approved.

4. Additional information the governing body deems useful (if any):

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21086 **Agenda Date:** 11/4/2025 **Agenda No.:** 6.2.

SUBJECT:
PUBLIC HEARING to Consider Revisions to the Marion County Land Development Code (LDC) Amendments to Review and Update Article 4 Zoning, Division 4 - Advertising Signs

INITIATOR:
Kenneth Weyrauch, Deputy Director

DEPARTMENT:
Growth Services

DESCRIPTION/BACKGROUND:
Staff will present the attached proposed amendment of Land Development Code (LDC) Article 4, Zoning, Division 4, Advertising Signs, Section 4 On-Site Signs.

The proposed LDC amendments were considered by the Land Development Regulation Commission (LDRC) in a public hearing held October 1, 2025. The LDRC recommended approval of these items and motioned to forward them to the Board of County Commissioners for consideration.

This is the first of two required public hearings. The second public hearing is scheduled for December 2, 2025, at 5:30 p.m. in the McPherson Governmental Campus Auditorium.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Take public comment and provide direction.

LOCALiQ
The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

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Ocala FL 34471-2690

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Star Banner, published in Marion County, Florida; that the attached copy of advertisement, being a , was published on the publicly accessible website of Marion County, Florida, or in a newspaper by print in the issues of, on:

OCA Ocala Star-Banner 10/24/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 10/24/2025

Legal Clerk

Notary, State of WI, County of Brown

8.25.26

My commission expires

Publication Cost:	$503.00	
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Order No:	11754182	# of Copies:
Customer No:	533707	1
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THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

MARIAH VERHAGEN
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE MARION COUNTY BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, WILL HOLD A PUBLIC HEARING TO CONSIDER AN ORDINANCE AMENDING THE MARION COUNTY, FLORIDA, LAND DEVELOPMENT CODE (LDC) AS SPECIFIED BELOW:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE (LDC) RELATED TO ARTICLE 4, ZONING, DIVISION 4, ADVERTISING SIGNS, SECTION 4.4.4 ON-SITE SIGNS

A public hearing conducted by the **Marion County Board of County Commissioners** will be held on **Tuesday, November 4, 2025, at 10:00 a.m.** at the **McPherson Governmental Campus Auditorium at 601 SE 25TH Avenue, Ocala, FL, 34471**, for the purpose of considering the proposed amendment related to Marion County Land Development Code (LDC), Article 4, in Marion County, Florida, providing for revisions to Article 4, Zoning, Division 4, Advertising Signs, Section 4.4.4 On-Site Signs.

The Marion County Board of County Commissioners shall receive and consider public comment regarding the proposed LDC amendment in this public hearing, the first of two, pursuant to Florida Statutes and the LDC.

If reasonable accommodations of a disability are needed for you to participate in this meeting, please contact the ADA Coordinator/HR Director at (352) 438-2345 forty-eight hours in advance of the hearing, so appropriate arrangements can be made.

A copy of the proposed ordinance is available for public inspection at the Growth Services Department, 2710 East Silver Springs Blvd., Ocala, FL 34470. Any person who decides to appeal any decision of the Board of County Commissioners with respect to any matter considered at this hearing will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made. For more information:

HTTPS://WWW.MARIONFL.ORG/LEGALNOTICES

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 must be published on the County's website and must include certain information, such as a summary of the proposed ordinance, including 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

PLEASE BE GOVERNED ACCORDINGLY

DATED THIS 7th DAY OF OCTOBER, 2025.
BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA
KATHY BRYANT, CHAIRMAN

OF-42766996

ORDINANCE 25 –__

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE (LDC) RELATED TO ARTICLE 4, ZONING, DIVISION 4, ADVERTISING SIGNS, SECTION 4.4.4 ON-SITE SIGNS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE LAND DEVELOPMENT CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is authorized by general law, e.g., Section 125.01(h), Florida Statutes, to establish, coordinate, and enforce zoning and such business regulations as are necessary for the protection of the public; and

WHEREAS, the Board of County Commissioners (Board) has adopted a Land Development Code (LDC) as is required by Section 163.3202, Florida Statutes; and

WHEREAS, pursuant to LDC Section 2.4.3, the Land Development Regulation Commission held a duly noticed public hearing on this proposed ordinance amending the LDC on October 1, 2025; and

WHEREAS, pursuant to LDC Section 2.4.4, the Board of County Commissioners held duly noticed public hearings on this proposed ordinance amending the LDC on November 4, 2025, and December 2, 2025;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Marion County, Florida, as follows:

Note: Deletions are shown in strikeout text. Additions are shown in underscore text.

SECTION 1. AMENDMENTS TO THE LAND DEVELOPMENT CODE (LDC). The following amendments to the LDC are hereby approved and adopted pursuant to Florida Statutes and the Marion County Land Development Code:

A. Article 4, Zoning, Division 4, Advertising Signs, Section 4.4.4 On-Site Signs of the Marion County Land Development Code, Zoning, is hereby amended to reflect the attached revised language:

See Attachment 1 (additions shown in <u>underline text</u>, deletions shown in ~~strike-through text~~).

SECTION 2. CONFLICTS. In the event that any provision of this ordinance is in conflict with any other county ordinance, the provisions of this ordinance shall prevail to the extent of such conflict.

SECTION 3. SEVERABILITY. It is hereby declared to be the intent of the Board of County Commissioners of Marion County that if any section, subsection, clause, phrase, or provision of this ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this ordinance. The Board of County Commissioners does not intend that this ordinance be held applicable in any case where its application would be unconstitutional, as a constitutionally permitted construction is intended and shall be given.

SECTION 4. INCLUSION IN COUNTY CODE. It is the intent of the Board of County Commissioners of Marion County, Florida, and it hereby provided that the provisions of this ordinance be incorporated into the Marion County Code of Ordinances, specifically, the Land Development Code, and that the sections of this ordinance may be re-numbered or re-lettered to accomplish such intent.

SECTION 5. EFFECTIVE DATE. A certified copy of this ordinance shall be filed with the Secretary of State by the Clerk within ten days after enactment by the Board of County Commissioners, and shall take effect upon such filing as provided in Section 125.66(2)(b), Florida Statutes.

DULY ADOPTED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

_____
KATHY BRYANT, CHAIRMAN

ATTEST:

_____
GREGORY C. HARRELL
CLERK OF CIRCUIT COURT

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
MATTHEW G. MINTER
COUNTY ATTORNEY

August 22, 2025

Mr. Matthew G. Minter, County Attorney
Ms. Tracy Straub, Assistant County Administrator
Mr. Chuck Varadin, Growth Services Director
Marion County
601 SE 25th Avenue
Ocala, FL 34471

Via Email

Re: Request for Amendment to Land Development Code ("LDC") Pursuant to Article 2, Division 4 of the LDC

Dear Messrs. Minter and Varadin and Ms. Straub:

Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. ("**SWM**") represents On Top of the World Communities, L.L.C. and Colen Built Development, LLC (collectively, "**OTOW**"). As you know, we have had numerous meetings regarding an outdated portion of the sign code. Specifically, two big box retailers—Home Depot and Target—are seeking to open new locations within Marion County, but have encountered the sign code as a major obstacle. If such obstacle cannot be overcome, Home Depot and Target (and likely many other big box retailers) will be forced to seek locations outside of Marion County. The purpose of this letter is to request a privately-initiated amendment to the LDC to amend one provision within the County's antiquated sign code. Enclosed as **Attachment #1** is an agent authorization signed by OTOW authorizing SWM to submit this application. Enclosed as **Attachment #2** is the proposed amendment in redline format ("**Proposed Amendment**").

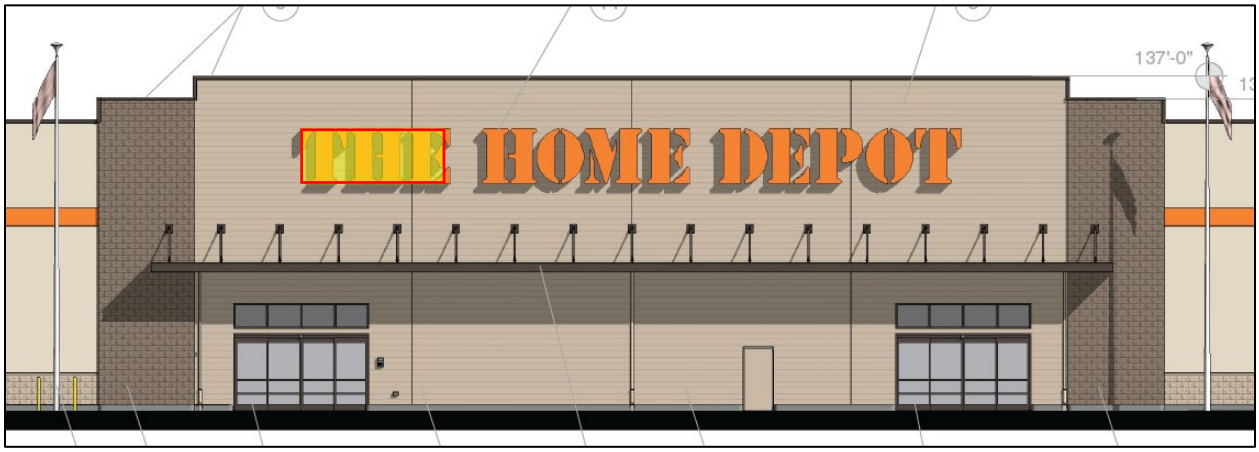
CURRENT SITUATION

Section 4.4.4 regulates on-site signs within all commercial and office zoning classifications and in the R-O, P-MH and P-RV zoning classifications, including freestanding signs and wall signs. Section 4.4.4.F.(1)(c) provides:

> (c) Wall Signage:
>
> 1. Single occupancy. **Three wall signs**, not to exceed two square feet in sign area for each linear foot of that occupancy's building frontage **up to a maximum of 96 square feet** in aggregate sign area. One of the allowed wall signs above may be placed on the side of the occupancy.
>
> 2. Shopping centers. Wall signage shall not exceed one and three-quarters square feet in sign area for each linear foot of each occupancy's building frontage.

This antiquated sign code provision adopted at least 33 years ago, is inexplicably much more restrictive for single occupancy buildings—and therefore big box retailers—than shopping centers. While shopping centers do not contain a maximum number or square footage of signage, single-occupancy buildings and big box retailers are restricted to only three signs with a total of 96 square feet.

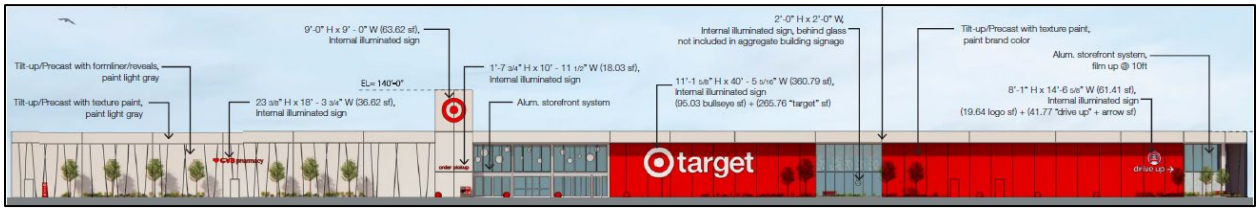
To put a visual to the absurdity of the 96 square foot limitation, **Attachment #3** is a standard sign package for Home Depot, which has very common and familiar branding across all of its stores. A limitation of 96 square feet does not even encompass the entire "THE" in "THE HOME DEPOT." The below yellow-shaded box is 96 square feet.



When one considers the scale of the building (580 linear feet) and the roadway frontage of the parcel (734 linear feet), it makes sense to allow for a formula to calculate maximum signage, without any upper threshold limitation.



Likewise, Target is proposing a building with 455 feet of building frontage. Under the current sign code, only one "bullseye" symbol would be permitted. With the Proposed Amendment, Target (being treated as a shopping center) would be allowed up to 796 square feet of signage. Target's draft sign plan, **Attachment #4**, meets this limitation.



What's more, the County's minimum parking space requirement at 162 square feet (9' x 18'; Sec. 6.11.8, LDC) is 60% *larger* than the maximum signage allowance. Therefore, no matter how large the building is or how much frontage the parcel has, a single occupancy building, which includes big box retailers, is limited to a sign that is only 40% the size of the smallest vehicular parking space permitted in the County.

To add to this confusion in the discrepancy in treatment between single occupancy buildings and shopping centers, the County does not define "shopping centers" or address big box retailers whatsoever.

PROPOSED AMENDMENT

The Proposed Amendment, included as **Attachment #2**, proposes to treat big box retailers the same as shopping centers with respect to wall signage. Specifically, the Proposed Amendment adds definitions for "big box retailer" and "shopping centers," both of which are currently undefined, and simply adds "big box retailers" to the existing wall signage provision applicable to shopping centers.

"Big Box Retailer" is proposed to be defined as follows:

> As it relates to sign regulations, a commercial retail establishment that occupies a large, single-use building or connected series of buildings, typically with a floor area of 75,000 square feet or more, and often comprised of distinct areas devoted to specific functions or types of merchandise. These stores are often part of national or regional chains and generally include large surface parking areas and a warehouse-style layout. Examples include home improvement stores, warehouse clubs, department stores, and general merchandise retailers.

"Shopping Center" is proposed to be defined as follows:

> As it relates to sign regulations, a group of commercial retail establishments developed and managed as a unified site with shared access, off-street parking, and common areas.

Section 4.4.4.F.(1)(c) is proposed to be amended as follows:

> (c) Wall Signage:
>
> 1. Single occupancy. Three wall signs, not to exceed two square feet in sign area for each linear foot of that occupancy's building frontage up to a maximum of 96 square feet in aggregate sign area. One of the allowed wall signs above may be placed on the side of the occupancy.

> 2. Shopping centers and big box retailers. Wall signage shall not exceed one and three-quarters square feet in sign area for each linear foot of each ~~occupancy's~~ building's frontages.

Importantly, no changes are proposed in the sign size or number regulations. Instead, the Proposed Amendment would treat big box retailers the same as shopping centers. As described below, the retail industry has significantly changed since the wall signage regulation was adopted in 1992 via Ordinance No. 92-22. In order for Marion County to attract big box retailers such as Home Depot and Target, it must update this portion of the sign code, as proposed above.

CHANGES IN THE RETAIL INDUSTRY

Big box retailers have evolved significantly in the last three decades and now function in many of the same ways as traditional shopping centers. Given their role as multi-functional commercial hubs and their importance in modern consumer behavior, it is both logical and equitable to grant big box retailers signage allowances that are consistent with those granted to shopping centers.

While traditionally considered single-occupancy buildings, many big box retailers now host multiple departments, service centers, and concession areas under one roof—similar to smaller-scale shopping centers. Examples include:

- Walmart locations with vision centers, pharmacies, car repair, garden centers, and fast-food restaurants.
- Target stores housing CVS/Pharmacies, Starbucks, and Ulta Beauty shops.
- Home Depot stores with garden centers, rentals, and contractor-specific areas.

These internal tenants or brand segments are analogous to individual tenants in shopping centers, and they benefit from appropriate exterior identification. In fact, many big box stores often exceed or rival the square footage and parking footprint of smaller shopping centers. As proposed, the Proposed Amendment defines "big box retailer" as those retailers with a typical footprint of 75,000 square feet or more.

Signage is needed to support effective navigation and public safety. Big box retailers are now hubs for multiple consumer needs (groceries, pharmaceuticals, electronics, etc.), and limited signage impairs a shopper's ability to safely and efficiently locate specific entrances or identify critical services like pharmacies, clinics, or curbside pickup zones. By treating them like shopping centers with respect to signage allowances, the County would support better traffic flow, reduce confusion, and improve public safety and accessibility.

Additionally, big box retailers commonly use consistent branding across all of its stores, which is essential for wayfinding and brand continuity. The County should accommodate big box retailers through sensible signage codes because each new big box retailer creates hundreds of permanent jobs, demonstrating the importance of stable retailers like Home Depot and Target to a community.

We would appreciate Marion County's assistance to quickly process and approve the Proposed Amendment in order to ensure that both Home Depot and Target locate their businesses here in Marion County. If you have any questions or require further assistance, please do not hesitate to contact us.

Cordially,

Reggie Bouthillier, Esq.
Jessica Icerman, Esq.
Ken Metcalf, AICP

Enclosures

1. Agent Authorization
2. Proposed Amendment
3. Home Depot Signage Plan
4. Target Signage Plan

cc: Kenneth Weyrauch, Deputy Director
Christopher Rison, Senior Planner
Elizabeth Madeloni
Marion County

Robert "Boe" Stepp
On Top of the World Communities, L.L.C.

Trey Conway
Hamilton Williams
John Chescavage
The Home Depot

Alejandro E. Baca
Greenberg Farrow

Wendelin "Wendy" White Silliman, Esq.
Troutman Pepper Locke

Matt Williams
Mark Hudgins
Matthew Development, LLC

Fred Roberts, Esq.
Klein & Klein

Tamara Fleischhaker
Ocala Metro Chamber & Economic Partnership (CEP)

Drew Jones
Vanessa Butwell
VancoreJones Communications

Sec. 4.4.4. On-site signs.

A. Signs not requiring permits.

(1) Construction signs of 64 square feet or less.

(2) Direction or information signs of six square feet or less.

(3) Name plates of four square feet or less.

(4) Public signs or notices, or any sign relating to an emergency.

(5) Real estate signs of 64 square feet or less.

(6) Temporary window signs placed on inside of windows which do not cover more than 50 percent of the window area.

(7) Posted notices, No Trespassing signs or markers.

B. Temporary signs.

(1) Except as indicated above, no temporary signs shall be erected without obtaining a permit. Signs failing to comply with the requirements of this section are illegal and subject to immediate removal.

(2) A temporary sign may be a ground or building sign.

(3) Real estate signs indicating that a property owner is actively attempting to sell, rent or lease the property on which the sign is located. (Refer to Section 4.4.4.D(2)(a), for size, height and number of signs allowed.)

(4) Signs indicating the grand opening of a business. This signage may be displayed for a period not exceeding ten days within the first three months the business is open.

(5) Signage indicating the existence of a new business, or a business in a new location, pending installation of permanent signs. Such signage may be displayed for a period of not more than 60 days or until installation of permanent signs, whichever shall first occur.

(6) Signage indicating the opening of a new business or a special sales event including but not limited to search lights, banners exceeding 36 square feet in size, and portable signs. This signage shall be granted a temporary permit not exceeding 30 days within the first three months the business is open or for a period not to exceed 21 consecutive days per event for temporary sales events. This type of signage is limited to four events per year. When more than one portable sign is placed on a property they shall be spaced 100 feet apart.

(7) Construction signage shall not be displayed more than 60 days prior to the beginning of actual construction of a project and shall be removed when construction is completed. Should construction be discontinued for any reason, for a period of more than 60 days, the signage shall be removed pending resumption and continuation of construction activities.

(8) Signage announcing or advertising such temporary uses as fairs, carnivals, circuses, revivals, sporting events, flea markets, or any charitable, educational, public or religious event or function. The Planning/Zoning Manager shall maintain a record of each applicant's performance in obtaining permits and removing signs as a basis for issuing future permits. Such signage shall be professionally made and shall be removed within five days after the conclusion of the special event. The construction and installation shall meet the wind load requirements of the Building Code. Maximum size shall not exceed 64 square feet.

C. Permanent signs.

(1) Permanent signs may be a ground or building sign.

(2) No person shall erect or place any commercial sign upon benches, transit shelters or waste receptacles of 55 gallons or less, or be placed on the County road right-of-way without obtaining approval from the Board.

(3) Electronic message signs and Time Temperature Date Signs are permitted on commercially developed parcels. These signs shall display information in an easily comprehensible way. The information shall be visible for a minimum of three seconds and shall be kept accurate. They may be ground or building signs, and are subject to the regulations applicable to such signs. They shall be counted as part of an occupant's allowable sign area.

(4) Directional signs are limited in area to six square feet, giving directions to motorists regarding the location of parking areas and access drives. They shall be allowed as permanent signs on all parcels and shall not be counted as part of an occupant's allowable sign area.

(5) Entrance signs. A permanent accessory sign may be displayed at the entrance to residential developments, farms and ranches. Refer to Section 4.4.4.E for residential development sign setbacks.

(a) Restrictions.

1. An entrance sign is permitted at only one entrance into the development, farm or ranch from each abutting street. The sign may be a single sign with two faces of equal size or may be a single face sign located on each side of the entrance. No single face of the sign shall exceed 64 square feet in size with a maximum total size of 128 square feet and may be illuminated by a steady light source only.

2. When considering the placement of such signs, the Planning/Zoning Manager shall consider the location of public utilities, sidewalks and future street widening.

3. The Planning/Zoning Manager shall ensure that such signs shall be maintained perpetually by the developer, the owner of the sign, a pertinent owner's association, or some other person who is legally accountable under a maintenance arrangement approved by the Planning/Zoning Manager. If no accountable person accepts legal responsibility to maintain the signs and no other provision has been made for the maintenance of them, the signs shall be removed by the developer or owner.

(6) Flags.

(a) Number. No more than three flags or insignias of, religious, charitable, fraternal or other organizations may be displayed on any one parcel of land. Cemeteries are exempt from this provision.

(b) Size. The maximum distance from top to bottom of any flag shall be 20 percent of the total height of the flag pole, or in the absence of a flag pole, 20 percent of the distance from the top of the flag or insignia to the ground.

(7) Utility signs. Public utility signs that provide information or identify the location of underground utility lines and facilities, high voltage lines and facilities, and other utility facilities and appurtenances are permitted along utility easements and rights-of-way so long as they do not exceed three square feet in size.

(8) Blocking exits, fire escapes, etc. No sign or sign structure shall be erected that impedes use of any fire escape, emergency exit, or standpipe.

(9) Clearance standards. All signs over pedestrian ways shall provide a minimum of 7 feet 6 inches of clearance. All signs over vehicular ways shall provide a minimum of 13 feet 6 inches of clearance.

(10) Relationship to building features. A building sign shall not extend beyond any edge of the building or the building surface to which it is attached, nor disrupt a major architectural feature of the building such as windows or doors.

(11) Signs painted on building walls or innovative signs which meet the requirements of this article may be issued a permit in accordance with Section 4.4.1.D. Applications for these type signs shall include information on layout, graphics, color and any additional information requested by the Planning/Zoning Manager or provided by the applicant to support his application for the construction permit.

(a) Signs painted on building walls shall be located in B-4, IC, M-1 and M-2 zoning classifications. The size of the sign face shall not exceed 675 square feet.

(12) Maximum projection. A building sign shall project no more than four feet perpendicularly from the surface to which it is attached.

(13) Maximum window coverage. The combined area of permanent and temporary signs placed on the exterior of or attached to windows of retail stores shall not exceed 50 percent of the total window area at the same floor level on the side of the building or unit upon which the signs are displayed. Window signage on convenience store windows shall be installed and maintained so that there is a clear and unobstructed view of the cash register and transaction area from the exterior of the store.

(14) Multiple occupancy complexes. Signage for multiple occupancy complexes such as an office building, shopping plaza, shopping center or any commercial or industrial building having more than one tenant, constructed or remodeled after the effective date of this Code shall conform to an approved sign format. The sign format shall be included as a submittal for authorization to erect such a sign and shall be maintained on file in the Growth Services Department. The format shall be presented as a master signage plan or sketch, together with written specifications in sufficient detail to enable the Planning/Zoning Manager to authorize signs based on the specifications. As a minimum, the sign format shall specify the types of signs and dimensions (not to exceed the size limits contained in this article) which will be permitted each occupant within the complex. The sign format shall also contain common design elements, such as placement, color, shape, or style of lettering, which lend a unified appearance to the signs of the occupants within the complex. The sign format may only be modified with the approval of the Planning/Zoning Manager upon submission of a revised master signage plan and specifications detailing the revised format.

D. Location and design criteria.

(1) General Requirements.

(a) Where a sign is composed of letters or pictures attached directly to a wall or facade, window, door, or marquee, and the letters or pictures are not enclosed by a border or trimming, the sign area shall be the area within the smallest rectangle, parallelogram, triangle, circle or semicircle, the sides of which touch the extreme points of the letters or pictures.

(b) The signable wall or facade area is a continuous portion of a building unbroken by doors or windows and shall be measured by determining the area within an imaginary rectangle drawn around the area. The area shall include roof slopes of less than 45 degrees as measured from the vertical plane, that form a side of a building or unit.

(c) Where four sign faces are arranged in a square, rectangle, or diamond, the area of the sign shall be the area of the two largest faces.

(d) Where a sign is in the form of a three-dimensional object, the area shall be determined by drawing a square, rectangle, parallelogram, triangle, circle or semicircle, the sides of which touch the extreme points or edges of the projected image of the sign and multiplying that area by two. The

"projected image" is that image created by tracing the largest possible two dimensional outline of the sign.

(2) Temporary Signs.

(a) Real Estate Signs - Residential shall comply with the following table:

Table 4.4-2 Real Estate Signs—Residential Standards

Dwelling Type	Maximum Number	Maximum Size Each (square feet)	Maximum Height (feet)
Single Family	1 sign	6	3
Two Family	For 2 signs For 1 sign	6 10	3 8
Three Family	For 2 signs For 1 sign	6 15	3 8
Four Family	For 4 signs For 1 sign	6 20	3 8
Over Four Family	1 sign	32	8

(b) Real Estate Signs - Commercial or Industrial and Construction Signs shall comply with the following:

1. Number - maximum of two signs per parcel. Refer to Section 4.4.4.H(2) for large parcels and corner parcels.
2. Size - one square foot of signage per ten feet of frontage up to a maximum of 96 square feet. An individual sign shall not exceed 64 square feet.
3. Height - maximum of 16 feet.
4. Spacing - minimum of 100 feet apart.

(c) All other temporary signs:

Number, size, height and spacing to be specified in special permit to be issued by the Planning/Zoning Manager.

E. Signs permitted in residential zoning classifications:

(1) Signs allowed in residential zoning classifications are as follows:

(a) Two subdivision identification signs per neighborhood, subdivision, or development, not to exceed 64 square feet in sign area per sign.

(b) Two identification signs per apartment or condominium complex, not to exceed 64 square feet in sign area per sign.

(c) For permitted non-residential uses, including places of worship, one freestanding sign, not to exceed one square foot in sign area for every two lineal feet of street frontage and one wall sign not to exceed 24 square feet in sign area. Total aggregate sign area shall not exceed 200 square feet.

(2) Special sign regulations for residential zoning classifications are as follows:

(a) All allowed freestanding signs shall have a maximum height limit of ten feet and shall have a setback of five feet from the front and side property line.

F. Signs permitted in commercial and office zoning classifications:

(1) Signs allowed in commercial and office zoning classifications and in the R-O, P-MH and P-RV zoning classifications are as follows:

(a) Single Occupancy Uses, P-MH and P-RV Zoning Classifications: One freestanding on site sign per premises, not to exceed two square feet in sign area for each linear foot of main street frontage up to a maximum of 130 square feet per sign face.

(b) Multiple Occupancy Usages - one freestanding, on-site directory sign, not to exceed the maximums in the following table:

Table 4.4-3 Multiple Occupancy Usage Sign Standards

Zoning Classification	Maximum Size
B-1, Neighborhood Business	200 square feet per sign face
B-2, Community Business	300 square feet per sign face
B-4, Regional Business	350 square feet per sign face
RAC, Rural Activity Center	200 square feet per sign face

(c) Wall Signage:

1. Single occupancy. Three wall signs, not to exceed two square feet in sign area for each linear foot of that occupancy's building frontage up to a maximum of 96 square feet in aggregate sign area. One of the allowed wall signs above may be placed on the side of the occupancy.

2. Shopping centers and big box retailers. Wall signage shall not exceed one and three-quarters square feet in sign area for each linear foot of each ~~occupancy's~~ building's frontages.

(d) Surface area of the on-site sign structure supporting the sign face may not exceed the allowable sign area.

(e) One under-canopy sign per occupancy, not to exceed four square feet in sign area.

(f) Incidental signs, not to exceed six square feet in aggregate sign area per occupancy.

(g) On-site identification signs located within 2,000 feet of all intersections located on I-75, shall not exceed 55 feet in overall height.

(h) Outdoor Menu Boards for fast food or drive-thru restaurants shall not exceed 60 square feet in aggregate sign face area.

(2) Location, Setbacks and Height:

(a) The onsite identification or directory sign shall be located in the area between the structure and the access street and shall be set back a minimum of five feet from the front property line.

(b) On-site signs shall not exceed a height of 30 feet.

(3) Special regulations and allowances for commercial and office zoning classifications are as follows:

(a) Where occupancy is on a corner or through lot, or has more than one main street frontage, two wall signs and one additional freestanding sign will be allowed on the additional frontage, not to exceed the size of other allowed wall and freestanding signs.

(b) Freestanding and under-canopy signs shall have a setback of five feet from any public vehicular right-of-way and a minimum clearance of 12 feet over any vehicular use area and seven feet over any pedestrian use area.

(c) Auto dealerships, furniture stores, boat sales and similar retail sales facilities are allowed to combine the freestanding on-site signage and the building signage, not to exceed two square feet in sign area for each linear foot of main street frontage. The freestanding signage shall not exceed 130 square feet per sign face. Multiple freestanding signs are allowed and shall be spaced a minimum of 150 feet apart.

G. Signs permitted in agricultural zoning classifications:

(1) Signs allowed in agricultural zoning classifications are as follows:

(a) Farm Entrance Signs. One double faced sign or two single faced signs not exceeding a total of 128 square feet of sign area. The allowed sign area per sign face is 64 square feet.

(b) Signs for Home Occupations. One sign, either single or double faced, non-illuminated, not exceeding six square feet in size and not higher than four feet, may be located no closer than five feet to the front property line.

(c) For permitted and SUP authorized agriculturally related non-residential uses or community facilities uses, including places of worship, one freestanding sign, not to exceed one square foot in sign area for every two lineal feet of street frontage and one wall sign not to exceed 24 square feet in sign area. Total aggregate sign area shall not exceed 200 square feet.

H. Signs permitted in heavy commercial and industrial zoning classifications:

(1) Signs allowed in heavy commercial and industrial zoning classifications: B-3, B-5, IC, M-1, M-2 are as follows:

(a) One freestanding on site sign per premises, not to exceed two square feet in sign area for each linear foot of main street frontage up to a maximum of 400 square feet per sign face.

(b) One wall sign per occupancy, not to exceed one and three-quarters square feet in sign area for each linear foot of that occupancy's building frontage up to a maximum of 200 square feet; or

Two roof signs per premises, not to exceed two square feet in sign area for each linear foot of that occupant's building frontage up to a maximum of 200 square feet; or

Three awning signs per occupancy not to exceed 30 percent of the surface area of an awning, or three marquee signs, not to exceed 50 square feet in sign area for each marquee.

(c) Two under-canopy signs per occupancy, not to exceed eight square feet in aggregate sign area.

(d) Incidental signs not to exceed six square feet in aggregate sign area per occupancy.

(e) On-site identification signs located within 2,000 feet of all intersections located on I-75, shall not exceed 55 feet in overall height.

(f) The freestanding on-site signage or directory signage shall be located in the area between the structure and the local commercial access street and shall be set back a minimum of five feet from the front property line.

(g) On-site signs shall not exceed a height of 30 feet.

(2) Truck stop signage:

(a) One free standing on-site identification sign per lot or parcel, not to exceed two square feet in sign area for each lineal foot of main street frontage up to a maximum of 600 square feet per sign face: Such signs shall not exceed a height of 55 feet.

(b) Wall signage or roof signage or combination thereof per occupancy, not to exceed two and three-quarters square feet in sign area for each linear foot of that occupancy's building frontage up to a maximum of 520 square feet: Signage may be placed on the front or side of the building.

(c) Direction signs not to exceed 16 square feet of sign area per face: Such signs shall not exceed a height of ten feet.

(d) Menu boards, either single faced or double faced, for drive-thru restaurants shall not exceed 60 square feet in sign face area, measured on one face of the sign.

(e) Truck scale signs shall not exceed 80 square feet per sign face and shall not exceed 20 feet in height.

(f) On-site identification signs located within 2,000 feet of all intersections located on I-75, shall not exceed 55 feet in overall height.

(g) The on-site identification sign(s) shall be set back a minimum of five feet from the front property line.

(h) All signage shall conform to the requirements of Section 5.5.16 sight triangle (corner vision clearance) requirement at all access and egress points.

(3) Special Regulations and Allowances for Heavy Commercial and Industrial Zoning Classifications are as follows:

(a) Where a lot has in excess of 300 feet of main street frontage, one additional freestanding sign will be allowed for each additional 150 feet of main street frontage. Such signs shall be subject to the size and height limitations of the first allowed freestanding sign and may be placed no closer than 150 feet to any other freestanding sign on the same premises.

(b) A projecting sign may be used instead of any allowed wall or freestanding sign, not to exceed a sign area of two square feet for each linear foot of occupancy's building frontage up to a maximum of 64 square feet.

(c) All freestanding, projecting, awning, marquee, and under-canopy signs shall have a minimum setback of five feet from any vehicular public right-of-way, and a minimum clearance of 13 feet, six inches over any vehicular use area and seven feet over any pedestrian use area.

(Ord. No. 13-20, § 2, 7-11-2013)

Sec. 4.4.4. On-site signs.

A. Signs not requiring permits.

(1) Construction signs of 64 square feet or less.

(2) Direction or information signs of six square feet or less.

(3) Name plates of four square feet or less.

(4) Public signs or notices, or any sign relating to an emergency.

(5) Real estate signs of 64 square feet or less.

(6) Temporary window signs placed on inside of windows which do not cover more than 50 percent of the window area.

(7) Posted notices, No Trespassing signs or markers.

B. Temporary signs.

(1) Except as indicated above, no temporary signs shall be erected without obtaining a permit. Signs failing to comply with the requirements of this section are illegal and subject to immediate removal.

(2) A temporary sign may be a ground or building sign.

(3) Real estate signs indicating that a property owner is actively attempting to sell, rent or lease the property on which the sign is located. (Refer to Section 4.4.4.D(2)(a), for size, height and number of signs allowed.)

(4) Signs indicating the grand opening of a business. This signage may be displayed for a period not exceeding ten days within the first three months the business is open.

(5) Signage indicating the existence of a new business, or a business in a new location, pending installation of permanent signs. Such signage may be displayed for a period of not more than 60 days or until installation of permanent signs, whichever shall first occur.

(6) Signage indicating the opening of a new business or a special sales event including but not limited to search lights, banners exceeding 36 square feet in size, and portable signs. This signage shall be granted a temporary permit not exceeding 30 days within the first three months the business is open or for a period not to exceed 21 consecutive days per event for temporary sales events. This type of signage is limited to four events per year. When more than one portable sign is placed on a property they shall be spaced 100 feet apart.

(7) Construction signage shall not be displayed more than 60 days prior to the beginning of actual construction of a project and shall be removed when construction is completed. Should construction be discontinued for any reason, for a period of more than 60 days, the signage shall be removed pending resumption and continuation of construction activities.

(8) Signage announcing or advertising such temporary uses as fairs, carnivals, circuses, revivals, sporting events, flea markets, or any charitable, educational, public or religious event or function. The Planning/Zoning Manager shall maintain a record of each applicant's performance in obtaining permits and removing signs as a basis for issuing future permits. Such signage shall be professionally made and shall be removed within five days after the conclusion of the special event. The construction and installation shall meet the wind load requirements of the Building Code. Maximum size shall not exceed 64 square feet.

C. Permanent signs.

(1) Permanent signs may be a ground or building sign.

(2) No person shall erect or place any commercial sign upon benches, transit shelters or waste receptacles of 55 gallons or less, or be placed on the County road right-of-way without obtaining approval from the Board.

(3) Electronic message signs and Time Temperature Date Signs are permitted on commercially developed parcels. These signs shall display information in an easily comprehensible way. The information shall be visible for a minimum of three seconds and shall be kept accurate. They may be ground or building signs, and are subject to the regulations applicable to such signs. They shall be counted as part of an occupant's allowable sign area.

(4) Directional signs are limited in area to six square feet, giving directions to motorists regarding the location of parking areas and access drives. They shall be allowed as permanent signs on all parcels and shall not be counted as part of an occupant's allowable sign area.

(5) Entrance signs. A permanent accessory sign may be displayed at the entrance to residential developments, farms and ranches. Refer to Section 4.4.4.E for residential development sign setbacks.

(a) Restrictions.

1. An entrance sign is permitted at only one entrance into the development, farm or ranch from each abutting street. The sign may be a single sign with two faces of equal size or may be a single face sign located on each side of the entrance. No single face of the sign shall exceed 64 square feet in size with a maximum total size of 128 square feet and may be illuminated by a steady light source only.

2. When considering the placement of such signs, the Planning/Zoning Manager shall consider the location of public utilities, sidewalks and future street widening.

3. The Planning/Zoning Manager shall ensure that such signs shall be maintained perpetually by the developer, the owner of the sign, a pertinent owner's association, or some other person who is legally accountable under a maintenance arrangement approved by the Planning/Zoning Manager. If no accountable person accepts legal responsibility to maintain the signs and no other provision has been made for the maintenance of them, the signs shall be removed by the developer or owner.

(6) Flags.

(a) Number. No more than three flags or insignias of, religious, charitable, fraternal or other organizations may be displayed on any one parcel of land. Cemeteries are exempt from this provision.

(b) Size. The maximum distance from top to bottom of any flag shall be 20 percent of the total height of the flag pole, or in the absence of a flag pole, 20 percent of the distance from the top of the flag or insignia to the ground.

(7) Utility signs. Public utility signs that provide information or identify the location of underground utility lines and facilities, high voltage lines and facilities, and other utility facilities and appurtenances are permitted along utility easements and rights-of-way so long as they do not exceed three square feet in size.

(8) Blocking exits, fire escapes, etc. No sign or sign structure shall be erected that impedes use of any fire escape, emergency exit, or standpipe.

(9) Clearance standards. All signs over pedestrian ways shall provide a minimum of 7 feet 6 inches of clearance. All signs over vehicular ways shall provide a minimum of 13 feet 6 inches of clearance.

(10) Relationship to building features. A building sign shall not extend beyond any edge of the building or the building surface to which it is attached, nor disrupt a major architectural feature of the building such as windows or doors.

(11) Signs painted on building walls or innovative signs which meet the requirements of this article may be issued a permit in accordance with Section 4.4.1.D. Applications for these type signs shall include information on layout, graphics, color and any additional information requested by the Planning/Zoning Manager or provided by the applicant to support his application for the construction permit.

(a) Signs painted on building walls shall be located in B-4, IC, M-1 and M-2 zoning classifications. The size of the sign face shall not exceed 675 square feet.

(12) Maximum projection. A building sign shall project no more than four feet perpendicularly from the surface to which it is attached.

(13) Maximum window coverage. The combined area of permanent and temporary signs placed on the exterior of or attached to windows of retail stores shall not exceed 50 percent of the total window area at the same floor level on the side of the building or unit upon which the signs are displayed. Window signage on convenience store windows shall be installed and maintained so that there is a clear and unobstructed view of the cash register and transaction area from the exterior of the store.

(14) Multiple occupancy complexes. Signage for multiple occupancy complexes such as an office building, shopping plaza, shopping center or any commercial or industrial building having more than one tenant, constructed or remodeled after the effective date of this Code shall conform to an approved sign format. The sign format shall be included as a submittal for authorization to erect such a sign and shall be maintained on file in the Growth Services Department. The format shall be presented as a master signage plan or sketch, together with written specifications in sufficient detail to enable the Planning/Zoning Manager to authorize signs based on the specifications. As a minimum, the sign format shall specify the types of signs and dimensions (not to exceed the size limits contained in this article) which will be permitted each occupant within the complex. The sign format shall also contain common design elements, such as placement, color, shape, or style of lettering, which lend a unified appearance to the signs of the occupants within the complex. The sign format may only be modified with the approval of the Planning/Zoning Manager upon submission of a revised master signage plan and specifications detailing the revised format.

D. Location and design criteria.

(1) General Requirements.

(a) Where a sign is composed of letters or pictures attached directly to a wall or facade, window, door, or marquee, and the letters or pictures are not enclosed by a border or trimming, the sign area shall be the area within the smallest rectangle, parallelogram, triangle, circle or semicircle, the sides of which touch the extreme points of the letters or pictures.

(b) The signable wall or facade area is a continuous portion of a building unbroken by doors or windows and shall be measured by determining the area within an imaginary rectangle drawn around the area. The area shall include roof slopes of less than 45 degrees as measured from the vertical plane, that form a side of a building or unit.

(c) Where four sign faces are arranged in a square, rectangle, or diamond, the area of the sign shall be the area of the two largest faces.

(d) Where a sign is in the form of a three-dimensional object, the area shall be determined by drawing a square, rectangle, parallelogram, triangle, circle or semicircle, the sides of which touch the extreme points or edges of the projected image of the sign and multiplying that area by two. The

"projected image" is that image created by tracing the largest possible two dimensional outline of the sign.

(2) Temporary Signs.

(a) Real Estate Signs - Residential shall comply with the following table:

Table 4.4-2 Real Estate Signs—Residential Standards

Dwelling Type	Maximum Number	Maximum Size Each (square feet)	Maximum Height (feet)
Single Family	1 sign	6	3
Two Family	For 2 signs For 1 sign	6 10	3 8
Three Family	For 2 signs For 1 sign	6 15	3 8
Four Family	For 4 signs For 1 sign	6 20	3 8
Over Four Family	1 sign	32	8

(b) Real Estate Signs - Commercial or Industrial and Construction Signs shall comply with the following:

1. Number - maximum of two signs per parcel. Refer to Section 4.4.4.H(2) for large parcels and corner parcels.
2. Size - one square foot of signage per ten feet of frontage up to a maximum of 96 square feet. An individual sign shall not exceed 64 square feet.
3. Height - maximum of 16 feet.
4. Spacing - minimum of 100 feet apart.

(c) All other temporary signs:

Number, size, height and spacing to be specified in special permit to be issued by the Planning/Zoning Manager.

E. Signs permitted in residential zoning classifications:

(1) Signs allowed in residential zoning classifications are as follows:

(a) Two subdivision identification signs per neighborhood, subdivision, or development, not to exceed 64 square feet in sign area per sign.

(b) Two identification signs per apartment or condominium complex, not to exceed 64 square feet in sign area per sign.

(c) For permitted non-residential uses, including places of worship, one freestanding sign, not to exceed one square foot in sign area for every two lineal feet of street frontage and one wall sign not to exceed 24 square feet in sign area. Total aggregate sign area shall not exceed 200 square feet.

(2) Special sign regulations for residential zoning classifications are as follows:

(a) All allowed freestanding signs shall have a maximum height limit of ten feet and shall have a setback of five feet from the front and side property line.

F. Signs permitted in commercial and office zoning classifications:

(1) Signs allowed in commercial and office zoning classifications and in the R-O, P-MH and P-RV zoning classifications are as follows:

(a) Single Occupancy Uses, P-MH and P-RV Zoning Classifications: One freestanding on site sign per premises, not to exceed two square feet in sign area for each linear foot of main street frontage up to a maximum of 130 square feet per sign face.

(b) Multiple Occupancy Usages - one freestanding, on-site directory sign, not to exceed the maximums in the following table:

Table 4.4-3 Multiple Occupancy Usage Sign Standards

Zoning Classification	Maximum Size
B-1, Neighborhood Business	200 square feet per sign face
B-2, Community Business	300 square feet per sign face
B-4, Regional Business	350 square feet per sign face
RAC, Rural Activity Center	200 square feet per sign face

(c) Wall Signage:

1. Single occupancy. Three wall signs, not to exceed two square feet in sign area for each linear foot of that occupancy's building frontage up to a maximum of 96 square feet in aggregate sign area. One of the allowed wall signs above may be placed on the side of the occupancy.

2. Shopping centers and big box retailers. Wall signage shall not exceed one and three-quarters square feet in sign area for each linear foot of each building’s frontages.

(d) Surface area of the on-site sign structure supporting the sign face may not exceed the allowable sign area.

(e) One under-canopy sign per occupancy, not to exceed four square feet in sign area.

(f) Incidental signs, not to exceed six square feet in aggregate sign area per occupancy.

(g) On-site identification signs located within 2,000 feet of all intersections located on I-75, shall not exceed 55 feet in overall height.

(h) Outdoor Menu Boards for fast food or drive-thru restaurants shall not exceed 60 square feet in aggregate sign face area.

(2) Location, Setbacks and Height:

(a) The onsite identification or directory sign shall be located in the area between the structure and the access street and shall be set back a minimum of five feet from the front property line.

(b) On-site signs shall not exceed a height of 30 feet.

(3) Special regulations and allowances for commercial and office zoning classifications are as follows:

(a) Where occupancy is on a corner or through lot, or has more than one main street frontage, two wall signs and one additional freestanding sign will be allowed on the additional frontage, not to exceed the size of other allowed wall and freestanding signs.

(b) Freestanding and under-canopy signs shall have a setback of five feet from any public vehicular right-of-way and a minimum clearance of 12 feet over any vehicular use area and seven feet over any pedestrian use area.

(c) Auto dealerships, furniture stores, boat sales and similar retail sales facilities are allowed to combine the freestanding on-site signage and the building signage, not to exceed two square feet in sign area for each linear foot of main street frontage. The freestanding signage shall not exceed 130 square feet per sign face. Multiple freestanding signs are allowed and shall be spaced a minimum of 150 feet apart.

G. Signs permitted in agricultural zoning classifications:

(1) Signs allowed in agricultural zoning classifications are as follows:

(a) Farm Entrance Signs. One double faced sign or two single faced signs not exceeding a total of 128 square feet of sign area. The allowed sign area per sign face is 64 square feet.

(b) Signs for Home Occupations. One sign, either single or double faced, non-illuminated, not exceeding six square feet in size and not higher than four feet, may be located no closer than five feet to the front property line.

(c) For permitted and SUP authorized agriculturally related non-residential uses or community facilities uses, including places of worship, one freestanding sign, not to exceed one square foot in sign area for every two lineal feet of street frontage and one wall sign not to exceed 24 square feet in sign area. Total aggregate sign area shall not exceed 200 square feet.

H. Signs permitted in heavy commercial and industrial zoning classifications:

(1) Signs allowed in heavy commercial and industrial zoning classifications: B-3, B-5, IC, M-1, M-2 are as follows:

(a) One freestanding on site sign per premises, not to exceed two square feet in sign area for each linear foot of main street frontage up to a maximum of 400 square feet per sign face.

(b) One wall sign per occupancy, not to exceed one and three-quarters square feet in sign area for each linear foot of that occupancy's building frontage up to a maximum of 200 square feet; or

Two roof signs per premises, not to exceed two square feet in sign area for each linear foot of that occupant's building frontage up to a maximum of 200 square feet; or

Three awning signs per occupancy not to exceed 30 percent of the surface area of an awning, or three marquee signs, not to exceed 50 square feet in sign area for each marquee.

(c) Two under-canopy signs per occupancy, not to exceed eight square feet in aggregate sign area.

(d) Incidental signs not to exceed six square feet in aggregate sign area per occupancy.

(e) On-site identification signs located within 2,000 feet of all intersections located on I-75, shall not exceed 55 feet in overall height.

(f) The freestanding on-site signage or directory signage shall be located in the area between the structure and the local commercial access street and shall be set back a minimum of five feet from the front property line.

(g) On-site signs shall not exceed a height of 30 feet.

(2) Truck stop signage:

(a) One free standing on-site identification sign per lot or parcel, not to exceed two square feet in sign area for each lineal foot of main street frontage up to a maximum of 600 square feet per sign face: Such signs shall not exceed a height of 55 feet.

(b) Wall signage or roof signage or combination thereof per occupancy, not to exceed two and three-quarters square feet in sign area for each linear foot of that occupancy's building frontage up to a maximum of 520 square feet: Signage may be placed on the front or side of the building.

(c) Direction signs not to exceed 16 square feet of sign area per face: Such signs shall not exceed a height of ten feet.

(d) Menu boards, either single faced or double faced, for drive-thru restaurants shall not exceed 60 square feet in sign face area, measured on one face of the sign.

(e) Truck scale signs shall not exceed 80 square feet per sign face and shall not exceed 20 feet in height.

(f) On-site identification signs located within 2,000 feet of all intersections located on I-75, shall not exceed 55 feet in overall height.

(g) The on-site identification sign(s) shall be set back a minimum of five feet from the front property line.

(h) All signage shall conform to the requirements of Section 5.5.16 sight triangle (corner vision clearance) requirement at all access and egress points.

(3) Special Regulations and Allowances for Heavy Commercial and Industrial Zoning Classifications are as follows:

(a) Where a lot has in excess of 300 feet of main street frontage, one additional freestanding sign will be allowed for each additional 150 feet of main street frontage. Such signs shall be subject to the size and height limitations of the first allowed freestanding sign and may be placed no closer than 150 feet to any other freestanding sign on the same premises.

(b) A projecting sign may be used instead of any allowed wall or freestanding sign, not to exceed a sign area of two square feet for each linear foot of occupancy's building frontage up to a maximum of 64 square feet.

(c) All freestanding, projecting, awning, marquee, and under-canopy signs shall have a minimum setback of five feet from any vehicular public right-of-way, and a minimum clearance of 13 feet, six inches over any vehicular use area and seven feet over any pedestrian use area.

(Ord. No. 13-20, § 2, 7-11-2013)

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, AMENDING THE LAND DEVELOPMENT CODE (LDC) RELATED TO ARTICLE 4, ZONING, DIVISION 4, ADVERTISING SIGNS, SECTION 4.4.4 ON-SITE SIGNS

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 **24th day of October 2025:** (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 ordinance proposes to add a reference to Big Box Stores to the LDC sign code so they are treated the same as shopping centers.

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;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible;
(c) An estimate of Marion County regulatory costs, including estimated revenues from any new charges or fees to cover such costs.
This ordinance does not have a clear direct economic impact. It may make big box stores easier to find for people with low understanding of technology and poor eyesight.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
Unknown but existing and new big box stores would have a greater allowance of wall signage if this ordinance is approved.

4. Additional information the governing body deems useful (if any):

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21088 **Agenda Date:** 11/4/2025 **Agenda No.:** 6.3.

SUBJECT:
PUBLIC HEARING to Consider Revisions to the Marion County Land Development Code (LDC) Amendments to Review and Update Section 4.2.2 General Requirements for all Agricultural Classifications

INITIATOR:
Kenneth Weyrauch, Deputy Director

DEPARTMENT:
Growth Services

DESCRIPTION/BACKGROUND:
Staff will present the attached proposed amendment of Land Development Code (LDC) Section 4.2.2 General Requirements for all Agricultural Classifications relating to solar facilities. Solar facilities are now allowed by right in agricultural zoning per Florida Statutes, this proposed amendment to the zoning code will provide development standards for solar facilities.

Staff will also present LDRC's requests to change the maximum allowable height of aircraft hangars from 30 ft to 50 ft in fly-in communities (FICs).

The proposed LDC amendments were considered by the Land Development Regulation Commission (LDRC) in a public hearing held October 1, 2025. The LDRC recommended approval of these items and motioned to forward them to the Board of County Commissioners for consideration.

This is the first of two required public hearings. The second public hearing is scheduled for December 2, 2025, at 5:30 p.m. in the McPherson Governmental Campus Auditorium.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Take public comment and provide direction.

LOCALiQ
The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Heather Flynn
Marion County Attorneys' Office - 330
601 SE 25Th AVE # 108
Ocala FL 34471-2690

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Star Banner, published in Marion County, Florida; that the attached copy of advertisement, being a , was published on the publicly accessible website of Marion County, Florida, or in a newspaper by print in the issues of, on:

OCA Ocala Star-Banner 10/24/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 10/24/2025

Legal Clerk

Notary, State of WI, County of Brown

8-25-26

My commission expires

Publication Cost:	$503.00	
Tax Amount:	$0.00	
Payment Cost:	$503.00	
Order No:	11754194	# of Copies:
Customer No:	533707	1
PO #:	LRM 2025-1005	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

MARIAH VERHAGEN
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE MARION COUNTY BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, WILL HOLD A PUBLIC HEARING TO CONSIDER AN ORDINANCE AMENDING THE MARION COUNTY, FLORIDA, LAND DEVELOPMENT CODE (LDC) AS SPECIFIED BELOW:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE (LDC) RELATED TO ARTICLE 4, ZONING, DIVISION 2, ZONING CLASSIFICATION, SECTION 4.2.2, GENERAL REQUIREMENTS FOR ALL AGRICULTURAL CLASSIFICATIONS

A public hearing conducted by the **Marion County Board of County Commissioners** will be held on **Tuesday, November 4, 2025, at 10:00 a.m.** at the **McPherson Governmental Campus Auditorium at 601 SE 25TH Avenue, Ocala, FL, 34471**, for the purpose of considering the proposed amendment related to Marion County Land Development Code (LDC), Article 4, in Marion County, Florida, providing for revisions to Article 4, Zoning, Division 2, Zoning Classification, Section 4.2.2, General Requirements For All Agricultural Classifications.

The Marion County Board of County Commissioners shall receive and consider public comment regarding the proposed LDC amendment in this public hearing, the first of two, pursuant to Florida Statutes and the LDC.

If reasonable accommodations of a disability are needed for you to participate in this meeting, please contact the ADA Coordinator/HR Director at (352) 438-2345 forty-eight hours in advance of the hearing, so appropriate arrangements can be made.

A copy of the proposed ordinance is available for public inspection at the Growth Services Department, 2710 East Silver Springs Blvd., Ocala, FL 34470. Any person who decides to appeal any decision of the Board of County Commissioners with respect to any matter considered at this hearing will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made. For more information:

HTTPS://WWW.MARIONFL.ORG/LEGALNOTICES

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 must be published on the County's website and must include certain information, such as a summary of the proposed ordinance, including 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

PLEASE BE GOVERNED ACCORDINGLY

DATED THIS 7th DAY OF OCTOBER, 2025.
BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA
KATHY BRYANT, CHAIRMAN

OF-42767019

ORDINANCE 25 –__

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE (LDC) RELATED TO ARTICLE 4, ZONING, DIVISION 2, ZONING CLASSIFICATION, SECTION 4.2.2 GENERAL REQUIREMENTS FOR ALL AGRICULTURAL CLASSIFICATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE LAND DEVELOPMENT CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is authorized by general law, e.g., Section 125.01(h), Florida Statutes, to establish, coordinate, and enforce zoning and such business regulations as are necessary for the protection of the public; and

WHEREAS, the Board of County Commissioners (Board) has adopted a Land Development Code (LDC) as is required by Section 163.3202, Florida Statutes; and

WHEREAS, pursuant to LDC Section 2.4.3, the Land Development Regulation Commission held a duly noticed public hearing on this proposed ordinance amending the LDC on October 1, 2025; and

WHEREAS, pursuant to LDC Section 2.4.4, the Board of County Commissioners held duly noticed public hearings on this proposed ordinance amending the LDC on November 4, 2025, and December 2, 2025;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Marion County, Florida, as follows:

Note: Deletions are shown in strikeout text. Additions are shown in underscore text.

SECTION 1. AMENDMENTS TO THE LAND DEVELOPMENT CODE (LDC). The following amendments to the LDC are hereby approved and adopted pursuant to Florida Statutes and the Marion County Land Development Code:

A. Article 4, Zoning, Division 2, Zoning Classification, Section 4.2.2, General Requirements for All Agricultural Classifications of the Marion County Land Development Code, Zoning, is hereby amended to reflect the attached revised language:

See Attachment 1 (additions shown in <u>underline text</u>, deletions shown in ~~strike-through text~~).

SECTION 2. CONFLICTS. In the event that any provision of this ordinance is in conflict with any other county ordinance, the provisions of this ordinance shall prevail to the extent of such conflict.

SECTION 3. SEVERABILITY. It is hereby declared to be the intent of the Board of County Commissioners of Marion County that if any section, subsection, clause, phrase, or provision of this ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this ordinance. The Board of County Commissioners does not intend that this ordinance be held applicable in any case where its application would be unconstitutional, as a constitutionally permitted construction is intended and shall be given.

SECTION 4. INCLUSION IN COUNTY CODE. It is the intent of the Board of County Commissioners of Marion County, Florida, and it hereby provided that the provisions of this ordinance be incorporated into the Marion County Code of Ordinances, specifically, the Land Development Code, and that the sections of this ordinance may be re-numbered or re-lettered to accomplish such intent.

SECTION 5. EFFECTIVE DATE. A certified copy of this ordinance shall be filed with the Secretary of State by the Clerk within ten days after enactment by the Board of County Commissioners, and shall take effect upon such filing as provided in Section 125.66(2)(b), Florida Statutes.

DULY ADOPTED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

_____
KATHY BRYANT, CHAIRMAN

ATTEST:

_____
GREGORY C. HARRELL
CLERK OF CIRCUIT COURT

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
MATTHEW G. MINTER
COUNTY ATTORNEY

LDC CODE UPDATE	
DATE:	January 30, 2025
LDC SECTION:	Section 4.2.2 General requirements for all agricultural classifications
COMP PLAN REFERENCE:	N/A

DISCUSSION:

Background

During recent EAR workshops with the BOCC, it was noted that Solar Energy Facilities are allowable in all Agricultural zoning classifications per Florida State Statues. As of January 2025, the Land Development Code of Marion County, FL, Sec. 4.2.2, General requirements for all agricultural classifications is absent of Solar Energy Facilities requirements. The Board requested that regulations be adopted that provide for buffering, setbacks, etc., which is allowable for the local jurisdictions to adopt. With the continued growth of such facilities throughout the region, the primary intent of the recommended text changes is to reflect current development standards.

Changes to the LDC Section

Changes to the text of Section 4.2.2.D General requirements for all agricultural classifications address the following issues.

1. Add the Solar Energy Facilities development standards pursuant to F.S.S. 162.3205 to Sec 4.2.2D. The proposed standards are in line with projects completed by similar utility providers and comparable jurisdictions.
2. Revise the accessory use aircraft hangar height in Sec 4.2.2.D from 30' to 50'. This change is recommended by the LDRC.

Attachments: Redline LDC Changes to Section 4.2.2 General requirements for all agricultural classifications

Sec. 4.2.2. General requirements for all agricultural classifications.

A. Contained in the following sections are the allowed land uses, building and lot standards (including minimum setbacks), other general requirements, and permitted uses specified for all agricultural zoning classifications.

B. Where the setback requirements set forth herein preclude development of the parcel or tract; and where the parcel or tract could be developed in conformance with the zoning code in effect prior to the adoption of this Code; the prior requirements shall prevail.

C. Special requirements for all agricultural zoning classifications:

(1) All setbacks shall be measured from the foundation or wall; however, eaves, roof overhangs, pilasters, chimneys and fireplaces may protrude two and one-half feet into a required setback

(2) No structure or building may be erected, placed upon or extend over any easement unless approved in writing by the person or entity holding said easement

(3) Outdoor ground and building lighting shall not cast direct light on adjacent properties.

(4) The sale, either retail or wholesale, of hay, either locally grown or imported from outside the State of Florida, is allowed as an accessory use on a working farm, as defined in CH 604.50 FS, where hay is already produced and sold. This provision is not permitted in the A-3 zoning classification.

(5) On A-1 zone parcels residential complexes for agricultural employees are allowed as an accessory use and may be clustered provided central water and sewage facilities are provided. Dwelling units may be conventional construction, or manufactured housing.

(6) On legal non-conforming lots or parcels of one acre or less in size or lots up to nine and nine-tenths acres in size, the density per acre limitation for horses, mules, donkeys, sheep, cattle, goats, swine, beefalo and other large farm animals is as follows:

(a) The minimum square footage of contiguous open pasture area, not including the dwelling and the garage (either attached or detached) shall be 9,000 square feet for the first animal and 6,000 square feet for each additional animal.

(b) The total number of such animals that may be kept shall not exceed four per acre except offspring, which may be kept until weaned.

(7) Requirements of the Storage of Manure:

(a) Manure shall not be allowed to accumulate causing a nuisance or hazard to the health, welfare, or safety of humans or animals.

(b) The outside storage of manure in piles (two cubic yards or greater) shall not be permitted within 100 feet of any lot line and/or any residence.

(c) Compliance with Article 5 Springs Protection Zone standards.

D. Permitted Uses:

Accessory use aircraft hangars in approved fly-in communities shall be permitted and include a maximum height of ~~30~~ 50 feet.

Beekeeping Operations

Pigeon lofts meeting the requirements of Sec. 4.3.20

Pot-bellied pigs as pets

Silos, not exceeding 100 feet in height

Single-family guest cottage/apartment Refer to Sec. 4.3.18

Yard sales (up to three per year)

Solar Energy Facilities pursuant to F.S.S 163.3205 with the following development standards:

(1) A Type A buffer per Section 6.8.6 is required around the boundary of the project site.

(2) All mechanical equipment, including solar panels and similar structures, shall be set back a minimum of 100 feet from all property boundaries.

(3) The solar facility power inverters and similar equipment shall be oriented towards the interior of the site and away from adjacent properties and be set back a minimum of 300 feet from the property boundary.

~~(1)~~(4) All other development standards in Sec 4.2.4 shall also apply.

E. Owners of properties located on waterbodies considered "non-ESOZ" waterbodies may elect to designate the yard fronting on the waterbody as the new front or rear yard of the property.

(Ord. No. 17-08, § 2(Exh. A), 4-11-2017)

LDC CODE UPDATE	
DATE:	January 30, 2025
LDC SECTION:	Section 4.2.2 General requirements for all agricultural classifications
COMP PLAN REFERENCE:	N/A

DISCUSSION:

Background

During recent EAR workshops with the BOCC, it was noted that Solar Energy Facilities are allowable in all Agricultural zoning classifications per Florida State Statues. As of January 2025, the Land Development Code of Marion County, FL, Sec. 4.2.2, General requirements for all agricultural classifications is absent of Solar Energy Facilities requirements. The Board requested that regulations be adopted that provide for buffering, setbacks, etc., which is allowable for the local jurisdictions to adopt. With the continued growth of such facilities throughout the region, the primary intent of the recommended text changes is to reflect current development standards.

Changes to the LDC Section

Changes to the text of Section 4.2.2.D General requirements for all agricultural classifications address the following issues.

1. Add the Solar Energy Facilities development standards pursuant to F.S.S. 162.3205 to Sec 4.2.2D. The proposed standards are in line with projects completed by similar utility providers and comparable jurisdictions.
2. Revise the accessory use aircraft hangar height in Sec 4.2.2.D from 30' to 50'. This change is recommended by the LDRC.

Attachments: Redline LDC Changes to Section 4.2.2 General requirements for all agricultural classifications

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A. Contained in the following sections are the allowed land uses, building and lot standards (including minimum setbacks), other general requirements, and permitted uses specified for all agricultural zoning classifications.

B. Where the setback requirements set forth herein preclude development of the parcel or tract; and where the parcel or tract could be developed in conformance with the zoning code in effect prior to the adoption of this Code; the prior requirements shall prevail.

C. Special requirements for all agricultural zoning classifications:

(1) All setbacks shall be measured from the foundation or wall; however, eaves, roof overhangs, pilasters, chimneys and fireplaces may protrude two and one-half feet into a required setback

(2) No structure or building may be erected, placed upon or extend over any easement unless approved in writing by the person or entity holding said easement

(3) Outdoor ground and building lighting shall not cast direct light on adjacent properties.

(4) The sale, either retail or wholesale, of hay, either locally grown or imported from outside the State of Florida, is allowed as an accessory use on a working farm, as defined in CH 604.50 FS, where hay is already produced and sold. This provision is not permitted in the A-3 zoning classification.

(5) On A-1 zone parcels residential complexes for agricultural employees are allowed as an accessory use and may be clustered provided central water and sewage facilities are provided. Dwelling units may be conventional construction, or manufactured housing.

(6) On legal non-conforming lots or parcels of one acre or less in size or lots up to nine and nine-tenths acres in size, the density per acre limitation for horses, mules, donkeys, sheep, cattle, goats, swine, beefalo and other large farm animals is as follows:

(a) The minimum square footage of contiguous open pasture area, not including the dwelling and the garage (either attached or detached) shall be 9,000 square feet for the first animal and 6,000 square feet for each additional animal.

(b) The total number of such animals that may be kept shall not exceed four per acre except offspring, which may be kept until weaned.

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(b) The outside storage of manure in piles (two cubic yards or greater) shall not be permitted within 100 feet of any lot line and/or any residence.

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Pot-bellied pigs as pets

Silos, not exceeding 100 feet in height

Single-family guest cottage/apartment Refer to Sec. 4.3.18

Yard sales (up to three per year)

Solar Energy Facilities pursuant to F.S.S 163.3205 with the following development standards:

(1) A Type A buffer per Section 6.8.6 is required around the boundary of the project site.

(2) All mechanical equipment, including solar panels and similar structures, shall be set back a minimum of 100 feet from all property boundaries.

(3) The solar facility power inverters and similar equipment shall be oriented towards the interior of the site and away from adjacent properties and be set back a minimum of 300 feet from the property boundary.

(4) All other development standards in Sec 4.2.4 shall also apply.

E. Owners of properties located on waterbodies considered "non-ESOZ" waterbodies may elect to designate the yard fronting on the waterbody as the new front or rear yard of the property.

(Ord. No. 17-08, § 2(Exh. A), 4-11-2017)

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, AMENDING THE LAND DEVELOPMENT CODE (LDC) RELATED TO ARTICLE 4, DIVISION 2, ZONING CLASSIFICATION, SECTION 4.2.2, GENERAL REQUIREMENTS FOR ALL AGRICULTURAL CLASSIFICATIONS

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 **24th day of October 2025:** (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 increases the allowed height of accessory hangars in A-1 when part of an approved fly-in community, making those hangar heights the same as other accessory structures in Ag. This ordinance also proposes development standards and regulations on solar uses in Ag zoning. Solar is now permitted in Ag by way of State Statutes and Growth Services wanted to have a clear path for future solar development to follow, this serves the public welfare.

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;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible;
(c) An estimate of Marion County regulatory costs, including estimated revenues from any new charges or fees to cover such costs.
The estimated direct economic impact of the proposed ordinance in unincorporated Marion County is unknown at this time, however, solar facilities are becoming increasingly more popular, and these regulations will provide a clear path to development while allowing the opportunity to ensure adjacent properties are not harmed.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
Unknown.

4. Additional information the governing body deems useful (if any):

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21153 **Agenda Date:** 11/4/2025 **Agenda No.:** 6.4.

SUBJECT:
PUBLIC HEARING to Consider an Ordinance Creating Chapter 5, Boats, Docks and Waterways, Article VI Silver Glen Springs and Silver Glen Run Providing for a Noise Sensitive Zone, Penalties and Enforcement

INITIATOR:
Matthew G. Minter, County Attorney

DEPARTMENT:
County Attorney

DESCRIPTION/BACKGROUND:
Many people congregate in the Silver Glen Springs and Silver Glen Run area located in Marion County, some of whom are utilizing excessively loud and amplified sound systems or other sound devices on and off their boats for personal entertainment. Their excessive use of amplified sound systems or other sound devices are having negative and deleterious effects on other users of the Silver Glen Springs and Silver Glen Run who are unable to peaceably enjoy the Silver Glen Springs and Silver Glen Run areas. It is critical to the health, safety and well-being of Marion County citizens that the excessively loud and amplified sounds within the Silver Glen Springs and Silver Glen Run area be regulated.

The proposed ordinance will continue to provide for alcohol prohibition and enforcement and add noise control, enforcement, and penalties specifically in Silver Glen Springs and Silver Glen Run in a newly created section under Chapter 5 - Boats, Docks and Waterways, entitled Article VI, Silver Glen Springs and Silver Glen Run.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to approve ordinance.

LOCALiQ
The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Heather Flynn
Marion County Attorneys' Office - 330
601 SE 25Th AVE # 108
Ocala FL 34471-2690

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Star Banner, published in Marion County, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of Marion County, Florida, or in a newspaper by print in the issues of, on:

OCA Ocala Star-Banner 10/24/2025
OCA ocala.com 10/24/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 10/24/2025

Legal Clerk

Notary, State of WI, County of Brown

8.25.26

My commission expires

Publication Cost:	$243.82	
Tax Amount:	$0.00	
Payment Cost:	$243.82	
Order No:	11772653	# of Copies:
Customer No:	533707	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

MARIAH VERHAGEN
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Marion County, Florida, will hold a public hearing for the purpose of considering the adoption of an Ordinance which is entitled as follows:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, CREATING CHAPTER 5, BOATS, DOCKS AND WATERWAYS, ARTICLE VI SILVER GLEN SPRINGS AND SILVER GLEN RUN TO PROVIDE FOR A NOISE SENSITIVE ZONE, PENALTIES AND ENFORCEMENT; RENUMBERING AND RENAMING SECTION 14-6.1, MARION COUNTY CODE, ENTITLED SILVER GLEN SPRINGS AND SILVER GLEN RUN, ALCOHOLIC BEVERAGES PROHIBITED, TO CHAPTER 5, ARTICLE VI, SECTION 5-70 ALCOHOLIC BEVERAGES PROHIBITED; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE.

THE MARION COUNTY BOARD OF COUNTY COMMISSIONERS proposes to consider the adoption of an Ordinance Amending the Marion County Code of Ordinances. The public hearing will be held by the **Marion County Board of County Commissioners** on **Tuesday, November 4, 2025 at 10:00 a.m.**, or immediately following any previously scheduled hearing, at the McPherson Complex Commission Auditorium, 601 SE 25th Avenue, Ocala, Florida, 34471. The proposed Ordinance may be inspected by the public at the Marion County Administrator Office, 601 SE 25th Avenue, Ocala, Florida, 34471, Telephone (352) 438-2325.

ALL PERSONS ARE ADVISED that, if a person decides to appeal any decision made by the Board at this public hearing, he or she will need a record of the proceedings, and that, for such purpose he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. For more information:

www.MarionFL.org/LegalAds.

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 must be published on the County's website and must include certain information, such as a summary of the proposed ordinance, including 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

If reasonable accommodations of a disability are needed for you to participate in this meeting, please contact the ADA Coordinator/HR Director at (352) 438-2345 forty-eight (48) hours in advance of the hearing, so appropriate arrangements can be made.

PLEASE BE GOVERNED ACCORDINGLY.

Dated this 21st Day of October, 2025

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY FLORIDA
KATHY BRYANT, CHAIRMAN

#11772653 10/24/2025

Marion County
Board of County Commissioners

Office of the County Attorney

601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2330
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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 CHAPTER 5, BOATS, DOCKS AND WATERWAYS, ARTICLE VI SILVER GLEN SPRINGS AND SILVER GLEN RUN TO PROVIDE FOR A NOISE SENSITIVE ZONE, PENALTIES AND ENFORCEMENT; RENUMBERING AND RENAMING SECTION 14-6.1, MARION COUNTY CODE, ENTITLED SILVER GLEN SPRINGS AND SILVER GLEN RUN, ALCOHOLIC BEVERAGES PROHIBITED, TO CHAPTER 5, ARTICLE VI, SECTION 5-70 ALCOHOLIC BEVERAGES PROHIBITED; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; 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 **24th day of October 2025:** (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):

This proposed noise control and enforcement amendment to the Silver Glen Springs and Silver Glen Run ordinance will serve the public health, safety and welfare by providing control and enforcement mechanisms to prevent amplified sounds, vibrations and noise which is disturbing property owners, citizens and other users of the Silver Glen Springs and Silver Glen Run area.

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;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible;
and
(c) An estimate of Marion County regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None.

4. Additional information the governing body deems useful (if any):

None.

ORDINANCE NO. 25-___

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, CREATING CHAPTER 5, BOATS, DOCKS AND WATERWAYS, ARTICLE VI SILVER GLEN SPRINGS AND SILVER GLEN RUN TO PROVIDE FOR A NOISE SENSITIVE ZONE, PENALTIES AND ENFORCEMENT; RENUMBERING AND RENAMING SECTION 14-6.1, MARION COUNTY CODE, ENTITLED SILVER GLEN SPRINGS AND SILVER GLEN RUN, ALCOHOLIC BEVERAGES PROHIBITED, TO CHAPTER 5, ARTICLE VI, SECTION 5-70 ALCOHOLIC BEVERAGES PROHIBITED; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Silver Glen Springs is a first-magnitude spring which lies at the east edge of the Ocala National Forest and approximately two miles north of the Juniper Creek entrance; and

WHEREAS, Silver Glen Springs lies within Marion County's jurisdiction and is located on the western shore of Lake George on the St. Johns River; and

WHEREAS, there is a waterway run ("Silver Glen Run") that connects Lake George to Silver Glen Springs, located partially in Marion County; and

WHEREAS, Silver Glen Springs and Silver Glen Run provide the meeting grounds for Marion County citizens and citizens from several surrounding counties, as well as tourists from all over, who utilize Silver Glen Springs and Silver Glen Run for vacationing, boating, jet skiing, kayaking, canoeing, paddleboarding, swimming, snorkeling, lounging, celebrating and all manner of outdoor recreation and water-specific recreation; and

WHEREAS, there are an exceptionally large number of people who congregate in the Silver Glen Springs and Silver Glen Run area, some of whom utilize excessively loud and amplified sound systems or other sound devices on their vessels for entertainment; and

WHEREAS, the excessive use of amplified sound systems or other sound devices are having a negative and deleterious effect on citizens and other users of the Silver Glen Springs and Silver Glen Run who are unable to peaceably enjoy the Silver Glen Springs and Silver Glen Run areas; and

WHEREAS, the Marion County Board of County Commissioners herein determines that there is a legitimate need to adopt regulations to control and enforce excessive, unnecessary and harmful sound, noise, and vibration levels originating from amplified sound systems or other sound devices within the Silver Glen Springs and Silver Glen Run areas; and

WHEREAS, the Marion County Board of County Commissioners hereby finds that the amendments and modifications contained herein are in the best interests of the citizens of Marion County, Florida.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA:

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. **Renumbering, Renaming and Amending**. Section 14-6.1 of the Marion County Code, entitled *Silver Glen Springs and Silver Glen Run, alcoholic beverages prohibited*, is hereby renumbered to **Chapter 5** of the Marion County Code, *Boats, Docks and Waterways*, **Article VI**, and renamed as *Silver Glen Springs and Silver Glen Run*, and amended to read as follows (additions shown in underline text and deletions are shown in ~~strikeout~~ text):

CHAPTER 5 – BOATS, DOCKS AND WATERWAYS

*****

~~Sec. 14-6.1.~~ ARTICLE VI. SILVER GLEN SPRINGS AND SILVER GLEN RUN~~, alcoholic beverages prohibited~~.

Sec. 5-70. Alcoholic Beverages Prohibited.

(a) *Definition*. As used in this Article ~~section~~, unless the context clearly requires a different meaning, "Silver Glen Springs and Silver Glen Run" means the northern one-third of Silver Glen Run and all of Silver Glen Springs lying within Marion County.

(b) *Possession of alcoholic beverages*. It shall be unlawful for any person to possess alcoholic beverages while in, on or under the waters of Silver Glen Springs and Silver Glen Run.

(c) *Boating*. It shall be unlawful for any vessel to enter Silver Glen Springs and Silver Glen Run with alcoholic beverages aboard said vessel.

(d) *Enforcement*. The provisions of this section may be enforced by any local, state or federal law enforcement officer, acting within his or her jurisdiction.

(e) *Penalties*. Persons violating this section may be punished by a fine not to exceed five hundred dollars ($500.00) or by imprisonment in the county jail not to exceed sixty (60) days or both such fine and imprisonment as provided in Section 1-9, Marion County Code and Section 125.69, Florida Statutes.

Sec. 5-71. Noise Control and Enforcement.

(a) Definition. The following words, terms and phrases, when used in this article, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

(1) *Amplified sound.* As used in this section, "amplified sound" shall mean sound and sound volume that is increased by any electric, electronic, mechanical, or motor-powered means.

(2) *Noise Sensitive Zone*. As used in this section, "Noise Sensitive Zone" shall mean a quiet zone where serenity and quiet are of extraordinary significance and which is demarcated by conspicuous signage identifying it as a noise-sensitive or quiet zone.

(3) *Operator*. As used in this section, "operator" means:

a. The person in charge of or in command of or in actual physical control of a vessel upon Silver Glen Springs or Silver Glen Run;
b. The person exercising control over or having responsibility for vessel navigation or safety while the vessel is underway upon Silver Glen Springs or Silver Glen Run; or
c. The person controlling or steering a vessel being towed by another vessel upon Silver Glen Springs or Silver Glen Run.

(4) *Plainly audible.* As used in this section, "plainly audible" means any electronically amplified sound that can be clearly heard by an officer using his normal hearing faculties not enhanced by any device. Where distance measurements are required by this section to determine whether sound is plainly audible for purposes of this section, measurements shall be taken in accordance with the following requirements:

a. The officer must have a direct line of sight to the location of the noise (i.e., the vessel or the speaker), so that the officer can readily identify the distance involved.

b. The officer need not determine the particular words or phrases being produced or the name of any song or artist producing the sound. The detection of a rhythmic bass reverberating type sound is sufficient to constitute a plainly audible sound.

(5) *Vessel*. As used in this section, "vessel" is synonymous with the term "boat" and includes every description of watercraft, barge, motorboat, airboat or similar craft used or capable of being used as a means of transportation on water.

(b) *Declared Noise Sensitive Zone*. Silver Glen Springs and Silver Springs Run are hereby declared a Noise Sensitive Zone. It shall be unlawful for any person to make, create, or maintain any amplified sound while in, on, or under the waters of Silver Glen Springs or Silver Glen Run. If a violation of this section occurs on a vessel, the violation shall be assessed to the operator of the vessel. The following acts shall be prohibited within the Noise Sensitive Zone:

(1) The using, operating, or permitting to be used or operated amplified sound produced by a radio, tape player, compact disc player, portable music or video player, cellular telephone, tablet computer, laptop computer, stereo, television, musical instrument, speaker, or other mechanical or electronic sound-making device, instrument, or other machine or device used for the production, reproduction, or emission of sound which disturbs the peace; or

(2) The sounding of any horn or signaling device for any unnecessary or unreasonable period, and the unreasonable use of any horn or signaling device; provided, however,

that noise of safety signals, warning devices, emergency vehicles or vessels during a time of emergency, noise associated with emergency work, or any noise resulting from activities of a temporary duration permitted by law for which a license or permit has been issued by a governmental entity having jurisdiction over the area are exempt from these provisions.

(c) *Violation, Enforcement, Penalty and Remedies*.

(1) When a violation of this section has occurred within the presence of a law enforcement officer or if the law enforcement officer has been provided with sufficient information to form a belief that a violation of this section has occurred, this section shall be enforced as follows:

a. For the first violation, by a warning requiring immediate elimination or abatement of the violation. The warning shall advise the operator or violator of the violation of this section and of the possible criminal penalty if such violation is not terminated or is repeated.
b. If the violation is not terminated after warning or for any subsequent violation of this ordinance, the operator or violator may be charged with a violation of this section as provided in Section 1-9, Marion County Code, Section 125.69, Florida Statutes, or Section 877.03, Florida Statutes, a misdemeanor of the second degree.

(2) A violation occurs within the presence of a law enforcement officer when amplified sound is plainly audible to the law enforcement officer at a distance of twenty-five (25) feet or more from the vessel or the source of the amplified sound. Sufficient information for a law enforcement officer to form a belief includes the circumstances and facts surrounding the alleged violation, including, but not limited to, the time of day when the alleged violation occurs, the number of complaints received about the alleged violation, whether the person responsible for the alleged violation has previously been in violation of this section, and the degree of disturbance resulting from the violation.

(3) The provisions of this section may be enforced by any local, state or federal law enforcement officer, acting within his or her jurisdiction.

(4) Violations of this section which disturb the comfort, repose, health and peace of any person may constitute a public nuisance which may be abated by any substantially affected person through civil or other equitable relief action from any court of competent jurisdiction.

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 to 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 this _____.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

_____
KATHY BRYANT, CHAIRMAN

ATTEST:

_____
GREGORY C. HARRELL, CLERK

APPROVED AS TO FORM:

_____
MATTHEW G. MINTER, COUNTY ATTORNEY

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21119 **Agenda Date:** 11/4/2025 **Agenda No.:** 6.5.

SUBJECT:
PUBLIC HEARING to Consider an Application for a Solid Waste Commercial and Residential Collection Service Franchise - Waste Connections of Florida, Inc.

INITIATOR:
Mark Johnson, Director

DEPARTMENT:
Solid Waste

DESCRIPTION/BACKGROUND:
Marion County Code, Chapter 16, Division 2, Sections 48-49 authorizes the applicant to request a public hearing of the Board of County Commissioners for approval of a new franchise and request appropriate action. The Solid Waste department has a complete application requesting a new franchise from Waste Connections of Florida, Inc. The Board, at the public hearing, shall determine if the applicant is capable of complying with the provisions of the County Code and other applicable rules and regulations, and whether there is a public need for the refuse collection that is in the best interest for the health, safety, and welfare of the County.

As required by Marion County Code, a notice has been placed in the newspaper of general circulation within the County that Waste Connections of Florida, Inc intends to present their application at this public hearing and that such notice was published at least 10 days prior to the public hearing.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Request motion to approve the resolution for the purpose of awarding a commercial and residential collection service franchise to Waste Connections of Florida, Inc.

LOCALiQ
The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Heather Flynn
Marion County Attorneys' Office - 330
601 SE 25Th AVE # 108
Ocala FL 34471-2690

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Star Banner, published in Marion County, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of Marion County, Florida, or in a newspaper by print in the issues of, on:

OCA Ocala Star-Banner 10/24/2025
OCA ocala.com 10/24/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 10/24/2025

Legal Clerk

Notary, State of WI, County of Brown

8.25.26

My commission expires

Publication Cost:	$182.80	
Tax Amount:	$0.00	
Payment Cost:	$182.80	
Order No:	11766465	# of Copies:
Customer No:	533707	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

MARIAH VERHAGEN
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Marion County, Florida, will hold a public hearing for the purpose of considering an application from WASTE CONNECTIONS OF FLORIDA, INC. for a Commercial and Residential Collections Service Franchise in accordance with the Marion County Code, Section 16 Solid Wastes, Article I Solid Waste Management, Division 2 Franchises for the collection, transportation, and disposal of commercial and residential waste in unincorporated Marion County, Florida.

The public hearing will be held by the **Marion County Board of County Commissioners on November 4, 2025 at 10:00 a.m.**, or immediately following any previously scheduled hearing, at the McPherson Governmental Campus Auditorium, 601 SE 25th Avenue, Ocala, Florida, 34471. Interested parties may appear at the meeting and be heard with respect to the proposed franchise application.

ALL PERSONS ARE ADVISED that, if a person decides to appeal any decision made by the Board at this public hearing, he or she will need a record of the proceedings, and that, for such purpose he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. For more information:

https://www.marionfl.org/legalnotices.

If reasonable accommodations of a disability are needed for you to participate in this meeting, please contact the ADA Coordinator/HR Director at (352) 438-2345 forty-eight (48) hours in advance of the hearing, so appropriate arrangements can be made.

Anyone needing to submit physical documentation to support their public comment or any other presentation, may mail a hard copy of these documents to 601 SE 25th Ave., Ocala, Fl. 34471 (attention Dana Olesky) or e-mail a legible copy to dana.olesky@marionfl.org. Please call Dana Olesky for more information at (352) 438-2330.

PLEASE BE GOVERNED ACCORDINGLY.

Dated this 21st day of October, 2025
BOARD OF COUNTY COMMISSIONERS
MARION COUNTY FLORIDA
KATHY BRYANT, CHAIRMAN

PUBLISH DATE: October 24, 2025
10/24/25

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Davi (Last) Jamie (First) (Dept) Solid Waste - 4230

(Title) Administrative Manager (Phone) 352-671-8465

Signature Jamie Davis Digitally signed by Jamie Davis Date: 2025.10.28 15:39:49 -04'00' Date 10/28/2025

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

Requesting review of the attached application for a new franchise hauler to determine what is allowed to be published in the upcoming November 4th agenda for public viewing. We are suggesting for pages 1-5, the business plan, and instead of the financial documents, a link to Waste Connections site where they can view this information.

For more information or discussion, contact: ☐ Same as above

(Name) Johnson (Last) Mark (First) (Title) Solid Waste, Director (Phone) 352-816-3016

Agenda Item? ☑ Yes ☐ No Agenda Date: 11/04/2025

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. 2025-1199

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:

☐ Approved as to form and legal sufficiency

☐ Approved with revisions: ☐ Suggested ☐ Completed

☐ Other:

Date Received:

RECEIVED
By Marion County Attorney LZ at Oct 28, 2025

Attorney Signature: Matthew G Minter Date 10/28/25

Staff Signature: _____ Date: 102825 Returned: ☒ Department ☐ Admin ☐ _____
Completed

Marion County
Board of County Commissioners

Solid Waste

5601 SE 66th St.
Ocala, FL 34480
Phone: 352-671-8465
Fax: 352-671-8491

Memorandum

To: Marion County Board of County Commissioners

Through: Angel Roussel, PE, Assistant County Administrator

From: Mark Johnson, Solid Waste Director

Date: October 27, 2025

Re: Consideration of Waste Connections of Florida, Inc., as a commercial and residential franchise hauler.

Marion County requires companies who collect solid waste to obtain a franchise. Currently, there are 11 franchise haulers servicing the unincorporated areas of the county. Waste Connections has submitted a complete and proper application to become a franchise hauler. The solid waste department has reviewed the application and determined that they have met the criteria for a scheduled public hearing on November 4, 2025.

Waste Connections, Inc, founded in 1997, is the third largest solid waste management company in North America. The company serves millions of customers across 46 states and maintains a strong presence throughout Central Florida with operations across Sumter, Lake, Volusia, Osceola, Citrus, Orange, Hernando, and Seminole counties.

Waste Connections has longstanding relations with Marion County, providing disposal services through the Heart of Florida Landfill, which it owns and operates. With their established track record, financial stability, and regional expertise, Waste Connections aligns with the county's goals for sustainable solid waste management and proper waste disposal options.

Unincorporated Marion County has 169,883 homes, with 83,545 residents currently paying for curbside collection services. Introducing an additional franchise hauler would increase competition and provide the community with more options for waste collection.

GRANT J. SMITH
ATTORNEY-AT-LAW

Grant J. Smith, Esq.
gsmith@strategysmith.com
Direct Dial – 954.328.9064

September 24, 2025

Mr. Mark Johnson
Marion County Director of Solid Waste
5601 SE 66th Street
Ocala, FL 34480

Re: Waste Connections of Florida, Inc Application for Solid Waste Collection Franchise

Dear Mr. Johnson:

As discussed, I enclose for your consideration the application for a commercial/residential franchise waste hauler license from Marion County on behalf of my client, Waste Connections of Florida, Inc.

Please let me know if you have any questions or comments. I look forward to hearing from you soon.

Respectfully submitted,

Grant J. Smith, Esq.

WASTE CONNECTIONS, INC.
Connect with the Future

Waste Connections of Florida, Inc.
3935 Rogers Industrial Park Road
Okahumpka, FL 34761

September 24, 2025

Mr. Mark Johnson
Marion County Director of Solid Waste
5601 SE 66th Street
Ocala, FL 34480

Re: Waste Connections of Florida, Inc., Application for Solid Waste Collection Franchise

Dear Mr. Johnson:

We write today on behalf of Waste Connections of Florida, Inc. Waste Connections submits the attached application to become a licensed franchise hauler in Marion County for commercial and residential solid waste.

Waste Connections has been operating in Florida for many decades. Although the name today is Waste Connections, in Florida the company was previously known as Progressive and before that, WSI. In fact, several years ago through the acquisition of the Heart of Florida landfill, the company also acquired Good Fellas hauling, which operated locally in Marion County. It is through the acquisition of the Heart of Florida landfill that Waste Connections is proud to say it already has a very longstanding and mutually beneficial relationship with Marion County for the disposal of solid waste.

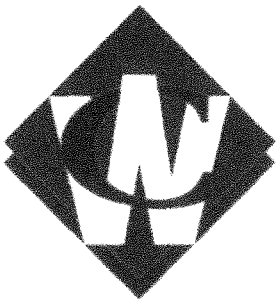
As is further demonstrated in the attached application and the associated exhibits, Waste Connections of Florida is part of a family of companies which together are the 3rd largest solid waste company in North America, has over 25,000 employees, close to $10 billion in revenue, and operates in 46 states serving millions of customers. Waste Connections, Inc., is a public company traded on The New York and Toronto Stock Exchanges.

We look forward to working with you to complete the application process and have the County Commission issue the appropriate licenses.

Should you have any questions or need additional information, please do not hesitate to contact me.

Respectfully submitted,

Matt Arcarola
District Manager



WASTE CONNECTIONS
of FLORIDA

Connect with the Future

Application

APPLICATION FOR FRANCHISE
Marion County, Florida

Please Type or Print

Check All that Apply:

[XX] **Commercial Collection Service** [XX] **Residential Collection Service**

Part I – Personal Information
Fill out the following information for each applicant, including corporate or partnership applicants:

1. Business Name Waste Connections of Florida, Inc.
2. Business Owner The applicant is a wholly owned, indirect subsidary of Waste Connections, Inc.
3. Contact Person, Local Manager (if different than applicant)
   Matt Arcarola, District Manager
4. Address: 3935 Rogers Industrial Park Road, Okahumpka, FL 34761
5. Mailing Address (if different) 3 Waterway Place, Suite 110, The Woodlands, TX 77380
6. Business Phone: 813.477.9773 7. Social Security: _____
8. Tax ID#: 20-0435940 9. Date of Birth: September 20, 1979
10. Any criminal convictions or charges to which the applicant has pled nolo contandre, no contest, adjudication of guilt withheld or any charge pending:

[ ] Yes [XX] No

If yes, explain: _____

Part II – Corporation/Partnership Information
If any of the following is applicable, supply the requested information by attachments.

1. Corporation

a) Publicly Traded YES [XX] NO [ ]

If yes, which state or federal agency is responsible for regulating securities?
Securities and Exchange Commission (SEC)

b) State of Incorporation Delaware

c) Current status (active, dissolved, etc.) Active in Delaware with an active registration to do business in Florida

d) Fictitious Business Name Waste Connections of Florida

e) In lieu of ***b*** through ***d*** above, provide the following:

1. Articles of Incorporation
2. Corporation Charter
3. Copy of most recent annual report

f) List of persons having a financial, management or controlling interest in the corporation with personal information ***required in Part I above*** for each individual (for purpose of this section, ownership of 5% or more of applicant shall be deemed a "controlling interest").

NAME: See attached excerpt listing such information from the SEC filings

ADDRESS:

2. Partnership

a) Copy of Partnership Agreement

b) Any fictitious name

c) Personal information ***required in Part 1 above*** for all partners, including limited partners

Attach separate sheet as needed.

Part III – Present or Past Experience
List all experience in the garbage collection, removal or disposal business including:

1. Name of Business Waste Connections of Florida

Years of Operation Waste Connections was founded in 1997

Location of Business US Headquarters in The Woodlands, Texas, with operations in 46 states and Canada

Has this business ever been revoked or suspended? **YES** [ ] **NO** [XX]

If yes, explain: _____

2. Name of Business

Years of Operation _____

Location of Business _____

Has this business ever been revoked or suspended? **YES** [ ] **NO** [ ]

If yes, explain: _____

If necessary, attach additional business information on a separate sheet.

Part IV – Equipment List

	MAKE	MODEL	IDENTIFICATION #
1	Mack - McNeilus	Terrapro	1M2TE1GCXNM006677
2	Mack - Galbreath	Granite	1M2GR3GC7LM019403
3			
4			
5			

Attach separate sheet for additional equipment if needed.

If equipment is to be acquired contingent upon granting of the franchise, the applicant shall provide copies of the contracts and documentation showing the financial capability of the applicant and the source of the funds to complete the transaction. The number of customers shall also be provided.

Part V – Attachments
The following steps need to be taken and the information attached to the application:

1. A full set of fingerprints of the person(s) required to submit personal information pursuant to Part I above.

2. Current audited financial statement or, if no audited statement is availalble, other financial documentation showing current assets sufficient to operate the proposedd franchise.

3. Insurance Information:

   a. Workman's compensation coverages required by law.

   b. Motor vehicle liability coverage of not less than:
      i. Business Auto Liability. Business Auto Liability shall be provided by the Franchise Hauler with combined single limits of not less than $1,000,000 per occurrence and is to include bodily injury and property damage liability arising out of the operation, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

   c. General Liability insurance, with combined single limits of not less than $1,000,000 per occurrence shall be provided and maintained by the Franchise Hauler. The only aggregate limit acceptable is a "project aggregate" and the Certificate must show an appropriate endorsement (ISO CG2501) or equal
      i. If the Commercial General Liability form is used:
         a. Coverage A shall include premises, operations, products and completed operation, independent contractors, contractual liability covering this contract and broad form property damage coverages.
         b. Coverage B shall include personal injury
         c. Coverage C, medical payments, is not required.
      ii. If the Comprehensive General Liability form is used, it shall include, at least Bodily injury and Property damage liability for premises, operations, products and completed operations, independent contractors, and property damage resulting from explosion, collapse or underground (XCU) exposures.

      For General liability insurance, the County shall be named as an additional insured. The franchisee shall annually provide the County with proof of insurance.

4. A non-refundable application fee of one thousand dollars ($1,000.00) made payable to the Marion County Board of County Commissioners.

"As a person authorized to sign this statement, I certify that the information supplied is true and correct to the best of my ability."

Signature: Matt Accarola Printed Name: Matt Accarola

State of: Florida

County of: Seminole

Sworn to and subscribed before me this 22 day of September, 2025

Personally known _____ or Produced Identification: _____
(Specify type of identification)

Signature of Notary: Tara L. Blow

Commission Expires: 6-10-2026

Notary Public State of Florida
Tara L. Blow
My Commission
HH 253934
Exp. 6/10/2026

UNANIMOUS WRITTEN CONSENT
OF THE SOLE DIRECTOR OF
WASTE CONNECTIONS OF FLORIDA, INC.

The undersigned, being the sole director of Waste Connections of Florida, Inc., a Delaware corporation (the "Company"), hereby consents to the following actions and adopts the following resolution pursuant to the Bylaws of this corporation:

> WHEREAS, the Company's sole director wishes to authorize the Company's employee listed below to perform certain administrative tasks on behalf of the Company.
>
> BE IT RESOLVED that Matthew Arcarola, District Manager of the Company, be, and he hereby is, authorized to sign, submit and execute by and on behalf of the Company any and all agreements, instruments, documents or papers, as he may deem reasonably appropriate or necessary, pertaining to the *Application for Franchise with Marion County, Florida*, and that any such action taken to date involving the above is hereby ratified and approved.

IN WITNESS WHEREOF, the undersigned sole director of Waste Connections of Florida, Inc. has duly executed this Written Consent in The Woodlands, Texas on the date set forth opposite his name.

Dated: September 22, 2025

Ronald J. Mittelstaedt, Director

2025 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F03000006157

Entity Name: WASTE CONNECTIONS OF FLORIDA, INC.

Current Principal Place of Business:

3 WATERWAY SQUARE PL STE 110
THE WOODLANDS, TX 77380

Current Mailing Address:

3 WATERWAY SQUARE PL STE 110
THE WOODLANDS, TX 77380 US

FEI Number: 20-0435940

FILED
Jan 08, 2025
Secretary of State
1128615293CC

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	DIRECTOR
Name	MITTELSTAEDT, RONALD
Address	3 WATERWAY SQUARE PL STE 110
City-State-Zip:	THE WOODLANDS TX 77380

Title	PRESIDENT
Name	MITTELSTAEDT, RONALD
Address	3 WATERWAY SQUARE PL STE 110
City-State-Zip:	THE WOODLANDS TX 77380

Title	COO
Name	CHAMBLISS, DARRELL
Address	3 WATERWAY SQUARE PL STE 110
City-State-Zip:	THE WOODLANDS TX 77380

Title	CFO
Name	WHITNEY, MARY ANNE F.
Address	3 WATERWAY SQUARE PL STE 110
City-State-Zip:	THE WOODLANDS TX 77380

Title	EXECUTIVE VICE PRESIDENT, SECRETARY
Name	SHEA, PATRICK J.
Address	3 WATERWAY SQUARE PL STE 110
City-State-Zip:	THE WOODLANDS TX 77380

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

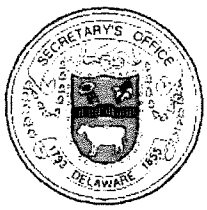
SIGNATURE: PATRICK SHEA — SECRETARY — 01/08/2025

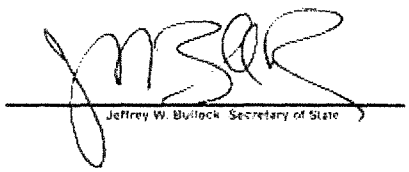
Electronic Signature of Signing Officer/Director Detail — Date

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "WASTE CONNECTIONS OF FLORIDA, INC.", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF DECEMBER, A.D. 2022, AT 4:24 O`CLOCK P.M.





3725781 8100
SR# 20224327379

Authentication: 205163840
Date: 12-21-22

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:24 PM 12/20/2022
FILED 04:24 PM 12/20/2022
SR 20224327379 - File Number 3725781

AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

WASTE CONNECTIONS OF FLORIDA, INC.

Waste Connections of Florida, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify that:

1. The present name of the corporation (hereinafter called the "Corporation") is "Waste Connections of Florida, Inc." The Corporation was originally incorporated under the name "Waste Services of Florida, Inc." as stated in the original certificate of incorporation of the Corporation ("Original Certificate") which was filed with the Secretary of State of the State of Delaware on November 10, 2003. The name of the Corporation was changed to "Waste Connections of Florida, Inc." pursuant to a Certificate of Amendment of Certificate of Incorporation filed by the Corporation with the Secretary of State of the State of Delaware on June 8, 2018.

2. This amended and restated certificate of incorporation has been duly adopted in accordance with the provisions of Sections 228, 242, and 245 of the General Corporation Law of the State of Delaware.

3. The text of the Original Certificate of the Corporation is hereby amended and restated in its entirety to read as follows:

ARTICLE I

The name of this Corporation is Waste Connections of Florida, Inc.

ARTICLE II

The address of the registered office of this Corporation in the State of Delaware is 251 Little Falls Drive, Wilmington, New Castle County, Delaware, 19808. This Corporation's registered agent at that address is Corporation Service Company.

ARTICLE III

The purpose of this Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of Delaware.

ARTICLE IV

This Corporation is to have perpetual existence.

ARTICLE V

This Corporation is authorized to issue 1,000 shares of common stock, with no par value. Authority is hereby expressly granted to the Board of Directors of this Corporation from time to time to issue any authorized but unissued shares of common stock for such consideration and on such terms as it may determine.

ARTICLE VI

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors of this Corporation is expressly authorized to adopt, amend or repeal from time to time any or all of the Bylaws of this Corporation.

ARTICLE VII

The number of directors which shall constitute the whole Board of Directors of this Corporation shall be as specified in the Bylaws of this Corporation, subject to the provisions of Article VIII, Article X and this Article VII.

ARTICLE VIII

No director or officer of this Corporation shall be personally liable to this Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director or officer, as applicable, except to the extent such an exemption from liability or limitation thereof is not permitted under the General Corporation Law of the State of Delaware as presently in effect or as the same may hereafter be amended. Neither the amendment nor repeal of this Article VIII, nor the adoption of any provision of the Certificate of Incorporation or Bylaws or of any statute inconsistent with this Article VIII, shall eliminate or reduce the effect of this Article VIII in respect of any acts or omissions occurring, or any causes of action, suits or claims that, but for this Article VIII, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision. If the General Corporation Law of the State of Delaware is amended to authorize corporate action further eliminating or limiting the personal liability of directors or officers, then the liability of a director or officer of this Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Delaware, as so amended.

ARTICLE IX

This Corporation reserves the right at any time and from time to time to amend, alter, change or repeal any provision contained herein, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed by law, and all rights, preferences, and privileges of whatsoever nature conferred upon stockholders, directors, or any other person whomsoever by or pursuant to the Certificate of Incorporation in its present form or as hereafter amended are granted, subject to the rights reserved in this Article IX.

ARTICLE X

This Corporation shall, to the fullest extent permitted by the General Corporation Law of the State of Delaware (including, without limitation, Section 145 thereof), as amended from time to time, indemnify (and advance expenses to) any officer or director whom it shall have power to indemnify from and against any and all of the expenses, liabilities or other losses of any nature. The indemnification provided in this Article X shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity, while holding such office, and shall continue as to a person who has ceased to be an officer or director and shall inure to the benefit of the heirs, executors and administrators of such a person.

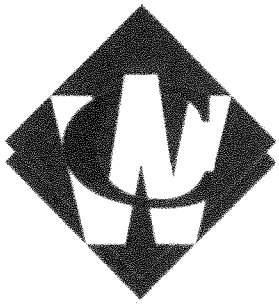
ARTICLE XI

Meetings of stockholders may be held outside the State of Delaware, if the Bylaws so provide. The books of this Corporation may be kept (subject to any provision of law) outside of the State of Delaware. Elections of directors need not be by ballot unless the Bylaws of this Corporation shall so provide.

[Signature page follows]

IN WITNESS WHEREOF, the Corporation has caused this Amended and Restated Certificate of Incorporation to be executed by Worthing F. Jackman, its President and Chief Executive Officer, on December 20, 2022.

Worthing F. Jackman,
President and Chief Executive Officer



WASTE CONNECTIONS
of FLORIDA

Connect with the Future

Business Plan



WASTE CONNECTIONS
of FLORIDA

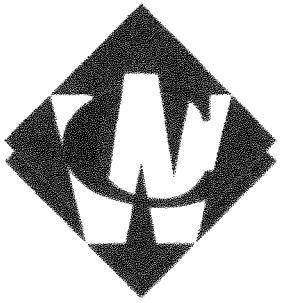
Business Plan

The applicant shall provide its business plan. The applicant shall generally identify how, where, and when the applicant will provide collection service. The applicant shall estimate the number of customers it will be serving within six (6) months if the applicant receives a franchise.

Current Operations: Waste Connections of Florida is currently operating in Sumter County, Lake County, Volusia County, Oceola County, Citrus County, Orange County, Hernando County, and Seminole County. We have established a strong presence and built a solid customer base in the greater Central Florida region. The Company successfully services thousands of customers in the area surrounding Marion County.

Expansion Plan: Waste Connections is looking to expand its waste collection operations into Marion County. This expansion is part of our strategic growth plan to increase our market reach and serve more customers. If granted a franchise by the Board of County Commissioners, the Company will dedicate sales and operations staff to identify opportunities within the unincorporated area of the County.

Goals: Within the first six months of our expansion into Marion County, we aim to secure at least 100 new accounts in the unincorporated areas. This target is based on our market analysis and the demand for our services in the region. Such service will be provided from our district location at 3935 Rogers Industrial Park Road, Okahumpka, FL, using one or more of the trucks identified in our attached application. Services are anticipated to be provided 6 days a week.



WASTE CONNECTIONS
of FLORIDA

Connect with the Future

Ordinance 16-47(a)(4) Disclosure

WASTE CONNECTIONS of FLORIDA

Ordinance 16-47(a)(4) Disclosure

Information regarding:

(a) violations of any laws, rules, or regulations concerning the protection of the environment, or the public health, safety, or welfare

NONE

(b) any lawsuits filed against the applicant by any local government or other person concerning the collection or disposal of solid waste

***Centro Hispano Child Development Center et al. v. Waste Connections of Florida, Inc.*, Case Number 19-10952 CA 22 – 2019.**

***Sunshine Children's Learning Center, LLC v. Waste Connections of Florida, Inc.*, No. CACE-21-017107 – 2021. Dismissed in 2023**

(c) any lawsuits filed by the applicant against a local government

NONE

(d) any cases in which the applicant paid actual damages, liquidated damages, or penalties to a local government or other person as a result of the applicant's collection or disposal of solid waste

NONE

(e) any cases in which the FDEP or another environmental agency filed a notice of violation or took other enforcement action against the applicant, including but not limited to cases where the applicant entered into a consent order.

Attached hereto as Attachment 1 is a listing of all NOVs and/or enforcement actions initiated by FDEP or another environmental agency.

obligation based upon the expected future date of the expenditures and discounting the inflated total to its present value using a credit-adjusted risk-free rate.

The principal consideration for our determination that landfill accounting represents a critical audit matter is the judgments and estimates associated with management's determination of the liability due to the nature of the inputs and significant assumptions used in the process including the discount rate, inflation rate, depletion rates, accretion rates, survey data, acreage information, estimated permitted airspace, estimated deemed airspace, and remaining airspace and probability of landfill expansions, all of which can have a significant impact on the calculation of the final capping, closure and post-closure liability. Auditing the net present value of the obligation involved a high degree of subjectivity, auditor judgment and effort in evaluating management's assumptions primarily due to the complexity of the models used to measure the landfill liability, as well as the sensitivity of the underlying significant assumptions. Our audit procedures related to the accounting for the final capping, closure and post closure liability included the following, among others:

- We tested the design and operating effectiveness of key controls related to landfill accounting, including controls relating to management's development of discount rate, inflation rate, depletion rates, accretion rates, survey data, acreage information, estimated permitted airspace, estimated deemed airspace, remaining airspace, and probability of landfill expansions;
- We assessed the qualifications and competence of management and the third-party specialists used to provide the inputs used in developing the models;
- We tested key inputs such as discount rate, inflation rate, depletion rates accretion rates, survey data, acreage information, estimated permitted airspace, estimated deemed airspace, remaining airspace, estimated costs for final capping, closure and post-closure obligations and probability of landfill expansions;
- We tested mathematical accuracy of the calculations for a selection of the models;
- We obtained and reviewed the associated permits for a selection of landfill models to further validate certain inputs used in the models;
- We compared previously deemed expansion amounts to the subsequent actual permitted amounts;
- We obtained and reviewed supporting documentation to support management's criteria for deemed expansions;
- We evaluated the fair value allocation of assumed liabilities for landfills acquired in business combinations; and
- We tested the accuracy of one-time charges taken at a landfill including key inputs such as: estimated capital and operating expenses associated with the landfill's increased leachate generation, the estimated timing of the completion of such events, and changes in the timing and amount of closure and post closure costs associated with closing the landfill.

Valuation of intangible assets in business combinations

As described further in Note 8 to the consolidated financial statements, the Company acquired 24 businesses during 2024. These transactions were accounted for as business combinations in accordance with ASC 805, *Business Combinations*. The principal consideration for our determination that the accounting for these acquisitions represents a critical audit matter, is the judgments and assumptions associated with management's determination of the fair value of intangible assets acquired, including fair value determinations related to recycling and transfer station permits, residential and commercial customer lists, and long-term contracts, all of which are recorded as intangible assets. Auditing the fair value of these assets involved a high degree of subjectivity, auditor judgment and effort in evaluating management's significant assumptions, primarily due to the complexity of the valuation models used to measure the fair value of the aforementioned intangible assets, as well as the sensitivity of the underlying significant assumptions. The Company used a discounted cash flow model to estimate the fair values of the intangible assets, which included assumptions such as discount rate, revenue growth rates, operating expenses, earnings before interest, taxes, depreciation and amortization ("EBITDA") margins, capital expenditures, customer turnover rates, and contributory asset charges (as applicable) that

form the basis of the forecasted results. These significant assumptions are forward-looking and could be affected by future economic and market conditions.

The audit procedures related to the accounting for the acquisitions included the following, among others:

- We tested the design and operating effectiveness of key controls related to the accounting for the 2024 acquisitions, including controls relating to management's development of forecasts for discount rates, revenue growth rates, operating expenses, EBITDA margins, capital expenditures, customer turnover rates and contributory asset charges;
- We assessed the qualifications and competence of management and evaluated the methodologies used to determine the fair value of the intangible assets;
- We obtained and tested a selection of purchase price allocations from management;
- We tested the assumptions used within the discounted cash-flow models to estimate the fair value of the intangible assets which included assumptions such as discount rate, revenue growth rate, operating expenses, EBITDA margin, capital expenditures, customer turnover rate and contributory asset charges;
- We tested the Company's ability to forecast future cash flows for acquired businesses by reviewing actual results in the first year after being acquired compared to amounts forecasted when the fair values of acquired assets and liabilities were determined;
- We utilized an internal valuation specialist to assist the engagement team in evaluating: the methodologies used and whether they were acceptable for the underlying acquisitions and whether such methodologies were being applied correctly, the appropriateness of the discount rate used by performing a sensitivity analysis, and the qualifications of the valuation specialist engaged by the Company based on their credentials and experience; and
- We evaluated the consistency of significant inputs utilized in all business combinations to evaluate inputs utilized among intangible asset valuation models.

/s/ GRANT THORNTON LLP

We have served as the Company's auditor since 2017.

Houston, Texas
February 13, 2025

Report of Independent Registered Public Accounting Firm

Board of Directors and Shareholders
Waste Connections, Inc.

Opinion on internal control over financial reporting

We have audited the internal control over financial reporting of Waste Connections, Inc. (an Ontario, Canada corporation) and subsidiaries (the "Company") as of December 31, 2024, based on criteria established in the 2013 *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2024, based on criteria established in the 2013 *Internal Control—Integrated Framework* issued by COSO.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the consolidated financial statements of the Company as of and for the year ended December 31, 2024, and our report dated February 13, 2025 expressed an unqualified opinion on those financial statements.

Basis for opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and limitations of internal control over financial reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ GRANT THORNTON LLP

Houston, Texas
February 13, 2025

WASTE CONNECTIONS, INC.
CONSOLIDATED BALANCE SHEETS
(IN THOUSANDS OF U.S. DOLLARS, EXCEPT SHARE AND PER SHARE AMOUNTS)

	December 31, 2024	December 31, 2023
ASSETS		
Current assets:		
Cash and equivalents	$ 62,366	$ 78,399
Accounts receivable, net of allowance for credit losses of $25,730 and $23,553 at December 31, 2024 and 2023, respectively	935,027	856,953
Prepaid expenses and other current assets	229,519	206,433
Total current assets	1,226,912	1,141,785
Restricted cash	135,807	105,639
Restricted investments	78,126	70,350
Property and equipment, net	8,035,929	7,228,331
Operating lease right-of-use assets	308,198	261,782
Goodwill	7,950,406	7,404,400
Intangible assets, net	1,991,619	1,603,541
Other assets, net	90,812	100,048
Total assets	$ 19,817,809	$ 17,915,876
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	$ 637,371	$ 642,455
Book overdraft	14,628	14,855
Deferred revenue	382,501	355,203
Accrued liabilities	736,824	521,428
Current portion of operating lease liabilities	40,490	32,533
Current portion of contingent consideration	59,169	94,996
Current portion of long-term debt and notes payable	7,851	26,462
Total current liabilities	1,878,834	1,687,932
Long-term portion of debt and notes payable	8,072,928	6,724,771
Long-term portion of operating lease liabilities	272,107	238,440
Long-term portion of contingent consideration	27,993	20,034
Deferred income taxes	958,340	1,022,480
Other long-term liabilities	747,253	524,438
Total liabilities	11,957,455	10,218,095
Commitments and contingencies (Note 13)		
Equity:		
Common shares: 258,067,487 shares issued and 258,019,389 shares outstanding at December 31, 2024; 257,659,921 shares issued and 257,600,479 shares outstanding at December 31, 2023	3,283,161	3,276,661
Additional paid-in capital	325,928	284,284
Accumulated other comprehensive loss	(205,740)	(9,826)
Treasury shares: 48,098 and 59,442 shares at December 31, 2024 and 2023, respectively	—	—
Retained earnings	4,457,005	4,141,690
Total Waste Connections' equity	7,860,354	7,692,809
Noncontrolling interest in subsidiaries	—	4,972
Total equity	7,860,354	7,697,781
Total liabilities and equity	$ 19,817,809	$ 17,915,876

The accompanying notes are an integral part of these consolidated financial statements.

WASTE CONNECTIONS, INC.
CONSOLIDATED STATEMENTS OF NET INCOME
(IN THOUSANDS OF U.S. DOLLARS, EXCEPT SHARE AND PER SHARE AMOUNTS)

	Years Ended December 31,		
	2024	2023	2022
Revenues	$ 8,919,591	$ 8,021,951	$ 7,211,859
Operating expenses:			
Cost of operations	5,191,706	4,744,513	4,336,012
Selling, general and administrative	883,445	799,119	696,467
Depreciation	974,001	845,638	763,285
Amortization of intangibles	189,768	157,573	155,675
Impairments and other operating items	613,012	238,796	18,230
Operating income	1,067,659	1,236,312	1,242,190
Interest expense	(326,804)	(274,642)	(202,331)
Interest income	11,607	9,350	5,950
Other income, net	10,471	12,481	3,154
Income before income tax provision	762,933	983,501	1,048,963
Income tax provision	(146,363)	(220,675)	(212,962)
Net income	616,570	762,826	836,001
Plus (less): Net loss (income) attributable to noncontrolling interests	1,003	(26)	(339)
Net income attributable to Waste Connections	$ 617,573	$ 762,800	$ 835,662
Earnings per common share attributable to Waste Connections' common shareholders:			
Basic	$ 2.39	$ 2.96	$ 3.25
Diluted	$ 2.39	$ 2.95	$ 3.24
Shares used in the per share calculations:			
Basic	257,965,871	257,551,129	257,383,578
Diluted	258,662,190	258,149,244	258,038,801
Cash dividends per common share	$ 1.170	$ 1.050	$ 0.945

The accompanying notes are an integral part of these consolidated financial statements.

WASTE CONNECTIONS, INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(IN THOUSANDS OF U.S. DOLLARS)

	Years Ended December 31,		
	2024	2023	2022
Net income	$ 616,570	$ 762,826	$ 836,001
Other comprehensive income (loss), before tax:			
Interest rate swap amounts reclassified into interest expense	(20,467)	(19,607)	6,551
Changes in fair value of interest rate swaps	11,607	10,588	76,336
Foreign currency translation adjustment	(189,402)	53,633	(157,336)
Other comprehensive income (loss), before tax	(198,262)	44,614	(74,449)
Income tax expense (benefit) related to items of other comprehensive income (loss)	2,348	2,390	(21,965)
Other comprehensive income (loss), net of tax	(195,914)	47,004	(96,414)
Comprehensive income	420,656	809,830	739,587
Plus (less): Comprehensive loss (income) attributable to noncontrolling interests	1,003	(26)	(339)
Comprehensive income attributable to Waste Connections	$ 421,659	$ 809,804	$ 739,248

The accompanying notes are an integral part of these consolidated financial statements.

WASTE CONNECTIONS, INC.
CONSOLIDATED STATEMENTS OF EQUITY
YEARS ENDED DECEMBER 31, 2022, 2023 AND 2024
(IN THOUSANDS OF U.S. DOLLARS, EXCEPT SHARE AMOUNTS)

	WASTE CONNECTIONS' EQUITY								
	COMMON SHARES		ADDITIONAL PAID-IN CAPITAL	ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS)	TREASURY SHARES		RETAINED EARNINGS	NONCONTROLLING INTERESTS	TOTAL
	SHARES	AMOUNT			SHARES	AMOUNT			
Balances at December 31, 2021	260,212,496	$ 3,693,027	$ 199,482	$ 39,584	70,662	$ —	$ 3,056,845	$ 4,607	$ 6,993,545
Sale of common shares held in trust	5,203	660	—	—	(5,203)	—	—	—	660
Vesting of restricted share units	318,851	—	—	—	—	—	—	—	—
Vesting of performance-based restricted share units	57,677	—	—	—	—	—	—	—	—
Restricted share units released from deferred compensation plan	19,509	—	—	—	—	—	—	—	—
Tax withholdings related to net share settlements of equity-based compensation	(210,700)	—	(18,358)	—	—	—	—	—	(18,358)
Equity-based compensation	—	—	62,952	—	—	—	—	—	62,952
Exercise of warrants	104,253	—	—	—	—	—	—	—	—
Issuance of shares under employee share purchase plan	26,582	3,270	—	—	—	—	—	—	3,270
Repurchase of common shares	(3,388,155)	(424,999)	—	—	—	—	—	—	(424,999)
Cash dividends on common shares	—	—	—	—	—	—	(243,013)	—	(243,013)
Amounts reclassified into earnings, net of taxes	—	—	—	4,815	—	—	—	—	4,815
Changes in fair value of cash flow hedges, net of taxes	—	—	—	56,107	—	—	—	—	56,107
Foreign currency translation adjustment	—	—	—	(157,336)	—	—	—	—	(157,336)
Net income	—	—	—	—	—	—	835,662	339	836,001
Balances at December 31, 2022	257,145,716	3,271,958	244,076	(56,830)	65,459	—	3,649,494	4,946	7,113,644
Sale of common shares held in trust	6,017	794	—	—	(6,017)	—	—	—	794
Vesting of restricted share units	378,121	—	—	—	—	—	—	—	—
Vesting of performance-based restricted share units	195,665	—	—	—	—	—	—	—	—
Restricted share units released from deferred compensation plan	32,223	—	—	—	—	—	—	—	—
Tax withholdings related to net share settlements of equity-based compensation	(353,385)	—	(31,009)	—	—	—	—	—	(31,009)
Equity-based compensation	—	—	71,217	—	—	—	—	—	71,217
Exercise of warrants	166,314	—	—	—	—	—	—	—	—
Issuance of shares under employee share purchase plan	29,808	3,909	—	—	—	—	—	—	3,909
Cash dividends on common shares	—	—	—	—	—	—	(270,604)	—	(270,604)
Amounts reclassified into earnings, net of taxes	—	—	—	(14,411)	—	—	—	—	(14,411)
Changes in fair value of cash flow hedges, net of taxes	—	—	—	7,782	—	—	—	—	7,782
Foreign currency translation adjustment	—	—	—	53,633	—	—	—	—	53,633
Net income	—	—	—	—	—	—	762,800	26	762,826
Balances at December 31, 2023	257,600,479	$ 3,276,661	$ 284,284	$ (9,826)	59,442	$ —	$ 4,141,690	$ 4,972	$ 7,697,781

The accompanying notes are an integral part of these consolidated financial statements.

WASTE CONNECTIONS, INC.
CONSOLIDATED STATEMENTS OF EQUITY
YEARS ENDED DECEMBER 31, 2022, 2023 AND 2024
(IN THOUSANDS OF U.S. DOLLARS, EXCEPT SHARE AMOUNTS)

	WASTE CONNECTIONS' EQUITY								
	COMMON SHARES		ADDITIONAL PAID-IN	ACCUMULATED OTHER COMPREHENSIVE	TREASURY SHARES		RETAINED	NONCONTROLLING	
	SHARES	AMOUNT	CAPITAL	INCOME (LOSS)	SHARES	AMOUNT	EARNINGS	INTERESTS	TOTAL
Balances at December 31, 2023	257,600,479	$ 3,276,661	$ 284,284	$ (9,826)	59,442	$ —	$ 4,141,690	$ 4,972	$ 7,697,781
Sale of common shares held in trust	11,344	2,014	—	—	(11,344)	—	—	—	2,014
Vesting of restricted share units	343,530	—	—	—	—	—	—	—	—
Vesting of performance-based restricted share units	153,555	—	—	—	—	—	—	—	—
Vesting of deferred share units	4,602	—	—	—	—	—	—	—	—
Restricted share units released from deferred compensation plan	19,149	—	—	—	—	—	—	—	—
Tax withholdings related to net share settlements of equity-based compensation	(329,155)	—	(32,928)	—	—	—	—	—	(32,928)
Equity-based compensation	—	—	74,603	—	—	—	—	—	74,603
Exercise of warrants	186,629	—	—	—	—	—	—	—	—
Issuance of shares under employee share purchase plan	29,256	4,486	—	—	—	—	—	—	4,486
Cash dividends on common shares	—	—	—	—	—	—	(302,258)	—	(302,258)
Amounts reclassified into earnings, net of taxes	—	—	—	(15,043)	—	—	—	—	(15,043)
Changes in fair value of cash flow hedges, net of taxes	—	—	—	8,531	—	—	—	—	8,531
Foreign currency translation adjustment	—	—	—	(189,402)	—	—	—	—	(189,402)
Purchase of noncontrolling interests	—	—	(31)	—	—	—	—	(3,969)	(4,000)
Net income (loss)	—	—	—	—	—	—	617,573	(1,003)	616,570
Balances at December 31, 2024	258,019,389	$ 3,283,161	$ 325,928	$ (205,740)	48,098	$ —	$ 4,457,005	$ —	$ 7,860,354

The accompanying notes are an integral part of these consolidated financial statements.

WASTE CONNECTIONS, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(IN THOUSANDS OF U.S. DOLLARS)

	Years Ended December 31,		
	2024	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net income	$ 616,570	$ 762,826	$ 836,001
Adjustments to reconcile net income to net cash provided by operating activities:			
Loss from disposal of assets, impairments and other	122,641	38,877	9,519
Adjustment to closure and post-closure liabilities	480,786	159,547	—
Depreciation	974,001	845,638	763,285
Amortization of intangibles	189,768	157,573	155,675
Deferred income taxes, net of acquisitions	(57,285)	6,329	93,481
Current period provision for expected credit losses	20,243	17,430	17,353
Amortization of debt issuance costs	10,007	6,483	5,454
Share-based compensation	77,885	70,436	63,485
Interest accretion	36,001	22,720	17,668
Payment of contingent consideration recorded in earnings	(35,035)	—	(2,982)
Adjustments to contingent consideration	(3)	30,367	(1,030)
Other	2,656	(3,943)	(8,217)
Changes in operating assets and liabilities, net of effects from acquisitions:			
Accounts receivable, net	(10,646)	(20,630)	(100,546)
Prepaid expenses and other current assets	(14,360)	10,262	(752)
Accounts payable	(33,323)	32,327	192,850
Deferred revenue	18,235	26,519	42,252
Accrued liabilities	90,035	21,753	(28,082)
Capping, closure and post-closure expenditures	(247,936)	(39,427)	(18,881)
Other long-term liabilities	(11,313)	(18,270)	(14,041)
Net cash provided by operating activities	2,228,927	2,126,817	2,022,492
CASH FLOWS FROM INVESTING ACTIVITIES:			
Payments for acquisitions, net of cash acquired	(2,120,878)	(676,793)	(2,206,901)
Capital expenditures for property and equipment	(1,055,988)	(934,000)	(912,677)
Proceeds from disposal of assets	7,903	31,581	30,676
Proceeds from sale of investment in noncontrolling interests	37,000	—	—
Other	(27,213)	(1,867)	1,731
Net cash used in investing activities	(3,159,176)	(1,581,079)	(3,087,171)
CASH FLOWS FROM FINANCING ACTIVITIES:			
Proceeds from long-term debt	4,564,469	1,818,765	4,816,146
Principal payments on notes payable and long-term debt	(3,245,419)	(2,052,153)	(3,073,985)
Payment of contingent consideration recorded at acquisition date	(27,743)	(13,317)	(16,911)
Change in book overdraft	(227)	(790)	(1,076)
Payments for repurchase of common shares	—	—	(424,999)
Payments for cash dividends	(302,258)	(270,604)	(243,013)
Tax withholdings related to net share settlements of equity-based compensation	(32,928)	(31,009)	(18,358)
Debt issuance costs	(13,449)	—	(13,271)
Proceeds from issuance of shares under employee share purchase plan	4,486	3,909	3,270
Proceeds from sale of common shares held in trust	2,014	794	660
Other	(4,000)	—	—
Net cash provided by (used in) financing activities	944,945	(544,405)	1,028,463
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(561)	1,341	(2,035)
Net increase in cash, cash equivalents and restricted cash	14,135	2,674	(38,251)
Cash, cash equivalents and restricted cash at beginning of year	184,038	181,364	219,615
Cash, cash equivalents and restricted cash at end of year	$ 198,173	$ 184,038	$ 181,364

The accompanying notes are an integral part of these consolidated financial statements.

WASTE CONNECTIONS, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(IN THOUSANDS OF U.S. DOLLARS)

SUPPLEMENTARY DISCLOSURES OF CASH FLOW INFORMATION AND NON-CASH TRANSACTIONS:

	Years Ended December 31,		
	2024	2023	2022
Cash paid for income taxes	$ 215,997	$ 207,020	$ 100,156
Cash paid for interest	$ 298,934	$ 260,923	$ 177,424
Changes in accrued capital expenditures for property and equipment	$ 21,108	$ (41,505)	$ 36,671
In connection with its acquisitions, the Company assumed liabilities as follows:			
Fair value of assets acquired	$ 2,352,337	$ 813,136	$ 2,471,202
Cash paid for current year acquisitions	(2,120,878)	(676,793)	(2,206,901)
Liabilities assumed and notes payable issued to sellers of businesses acquired	$ 231,459	$ 136,343	$ 264,301

The accompanying notes are an integral part of these consolidated financial statements.

WASTE CONNECTIONS, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(DOLLAR AMOUNTS IN THOUSANDS OF U.S. DOLLARS, EXCEPT PER SHARE, PER TON AND PER GALLON AMOUNTS OR AS OTHERWISE NOTED)

1. BUSINESS

The financial statements presented in this report represent the consolidation of Waste Connections, Inc., a corporation organized under the laws of Ontario, Canada, and its wholly-owned and majority-owned subsidiaries. When the terms the "Company" or "Waste Connections" are used in this document, those terms refer to Waste Connections, Inc. and its consolidated subsidiaries. All significant intercompany accounts and transactions have been eliminated in consolidation.

The Company is an integrated solid waste services company that provides non-hazardous waste collection, transfer and disposal services, including by rail, along with resource recovery primarily through recycling and renewable fuels generation, in mostly exclusive and secondary markets in the U.S. and Canada. Waste Connections also provides non-hazardous oil and natural gas exploration and production ("E&P") waste treatment, recovery and disposal services in several basins across the U.S. and Canada, as well as intermodal services for the movement of cargo and solid waste containers in the Pacific Northwest.

2. NEW ACCOUNTING STANDARDS AND RECLASSIFICATIONS

Accounting Standards Adopted

Disclosure of Significant Segment Expenses and Other Segment Items. In November 2023, the Financial Accounting Standards Board (the "FASB") amended its existing guidance for segment reporting to require a public entity to disclose significant segment expenses and other segment items on an annual and interim basis and to provide in interim periods all disclosures about a reportable segment's profit or loss and assets that are currently required annually. The amended guidance does not change how a public entity identifies its operating segments, aggregates them or applies the quantitative thresholds to determine its reportable segments. The guidance is applied retrospectively to all periods presented in financial statements, unless it is impracticable. The guidance applies to all public entities and is effective for fiscal years beginning after December 15, 2023, and for interim periods beginning after December 15, 2024. The Company adopted the amended guidance for its fiscal year 2024 annual financial statements and interim financial statements thereafter and have applied this standard retroactively for all prior periods presented in the financial statements. The adoption of this amended guidance did not have a material impact on the Company's consolidated financial statements. See Note 17 for disclosures related to the adoption of this amended guidance.

Accounting Standards Pending Adoption

Additional Income Tax Disclosures. In December 2023, the FASB issued a final standard on improvements to income tax disclosures. The standard requires public business entities to disclose in their rate reconciliation table additional categories of information about federal, state and foreign income taxes and to provide more details about the reconciling items in some categories if the items meet a quantitative threshold. The guidance also requires all entities to disclose annually income taxes paid (net of refunds received) disaggregated by federal (national), state and foreign taxes and to disaggregate the information by jurisdiction based on a quantitative threshold. The standard applies to all entities subject to income taxes. For public business entities, the new requirements will be effective for annual periods beginning after December 15, 2024. The guidance will be applied on a prospective basis with the option to apply the standard retrospectively. Early adoption is permitted. The Company does not expect the adoption of this guidance to have a material impact on its consolidated financial statements.

Disaggregation of Income Statement Expenses. In November 2024, the FASB issued a final standard requiring additional disclosure of the nature of expenses included in the income statement. The standard requires disclosures about specific types of expenses included in the expense captions presented on the face of the statement of operations as well as disclosures about selling expenses. The standard applies to all public business entities and will be effective for annual reporting periods beginning after December 15, 2026 and interim reporting periods within annual reporting periods beginning after December 15, 2027. The guidance will be applied on a prospective basis with the option to apply the

standard retrospectively. Early adoption is permitted. The Company does not expect the adoption of this guidance to have a material impact on its consolidated financial statements.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Currency

The functional currency of the Company, as the parent corporate entity, and its operating subsidiaries in the United States, is the U.S. dollar. The functional currency of the Company's Canadian operations is the Canadian dollar. The reporting currency of the Company is the U.S. dollar. The Company's consolidated Canadian dollar financial position is translated to U.S. dollars by applying the foreign currency exchange rate in effect at the consolidated balance sheet date. The Company's consolidated Canadian dollar results of operations and cash flows are translated to U.S. dollars by applying the average foreign currency exchange rate in effect during the reporting period. The resulting translation adjustments are included in other comprehensive income or loss. Gains and losses from foreign currency transactions are included in earnings for the period. All references to "dollars" or "$" used herein refer to U.S. dollars, and all references to "CAD $" used herein refer to Canadian dollars, unless otherwise stated.

Cash Equivalents

The Company considers all highly liquid investments with original maturities of three months or less at purchase to be cash equivalents. As of December 31, 2024 and 2023, cash equivalents consisted of demand money market accounts.

Concentrations of Credit Risk

Financial instruments that potentially subject the Company to concentrations of credit risk consist primarily of cash and equivalents, restricted cash, restricted investments and accounts receivable. The Company maintains cash and equivalents with banks that at times exceed applicable insurance limits. The Company reduces its exposure to credit risk by maintaining such deposits with high quality financial institutions. The Company's restricted cash and restricted investments are invested primarily in money market accounts, bank time deposits, U.S. government and agency securities and Canadian bankers' acceptance notes. The Company has not experienced any losses related to its cash and equivalents, restricted cash or restricted investment accounts. The Company generally does not require collateral on its trade receivables. Credit risk on accounts receivable is minimized as a result of the large and diverse nature of the Company's customer base. The Company maintains allowances for credit losses based on the expected collectability of accounts receivable.

WASTE CONNECTIONS, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(DOLLAR AMOUNTS IN THOUSANDS OF U.S. DOLLARS, EXCEPT PER SHARE, PER TON AND PER GALLON AMOUNTS OR AS OTHERWISE NOTED)

Revenue Recognition and Accounts Receivable

The Company's operations primarily consist of providing non-hazardous waste collection, transfer, disposal and recycling services, E&P services, and intermodal services. The following table disaggregates the Company's revenues by service line for the periods indicated:

	Years Ended December 31,		
	2024	2023	2022
Commercial	$ 2,670,549	$ 2,476,891	$ 2,176,295
Residential	2,258,911	2,125,068	1,891,108
Industrial and construction roll off	1,403,313	1,333,020	1,183,624
Total collection	6,332,773	5,934,979	5,251,027
Landfill	1,557,872	1,483,397	1,328,942
Transfer	1,349,080	1,198,385	1,026,050
Recycling	241,873	147,039	204,876
E&P	521,504	232,211	210,562
Intermodal and other	191,887	171,721	188,471
Intercompany	(1,275,398)	(1,145,781)	(998,069)
Total	$ 8,919,591	$ 8,021,951	$ 7,211,859

The factors that impact the timing and amount of revenue recognized for each service line may vary based on the nature of the service performed. Generally, the Company recognizes revenue at the time it performs a service. In the event that the Company bills for services in advance of performance, it recognizes deferred revenue for the amount billed and subsequently recognizes revenue at the time the service is provided.

See Note 17 for additional information regarding revenue by reportable segment.

Revenue by Service Line

Solid Waste Collection

The Company's solid waste collection business involves the collection of waste from residential, commercial and industrial customers for transport to transfer stations, or directly to landfills or recycling centers. Solid waste collection services include both recurring and temporary customer relationships. The services are performed under service agreements, municipal contracts or franchise agreements with governmental entities. Existing franchise agreements and most of the existing municipal contracts give the Company the exclusive right to provide specified waste services in the specified territory during the contract term. These exclusive arrangements are awarded, at least initially, on a competitive bid basis and subsequently on a bid or negotiated basis. The standard customer service agreements generally range from one to five years in duration, although some exclusive franchises are for significantly longer periods. Residential collection services are also provided on a subscription basis with individual households. The fees the Company charges for collection services are based primarily on the market, collection frequency and level of service, route density, type and volume or weight of the waste collected, type of equipment and containers furnished, the distance to the disposal or processing facility, the cost of disposal or processing, and prices charged by competitors for similar services.

In general, residential collection fees are billed monthly or quarterly in advance. Substantially all of the deferred revenue recorded as of September 30, 2024 was recognized as revenue during the three months ended December 31, 2024 when the service was performed. Commercial customers are typically billed on a monthly basis based on the nature of the services provided during the period. Revenue recognized under these agreements is variable in nature based on the number of residential homes or businesses serviced during the period, the frequency of collection and the volume of waste collected. In addition, certain contracts have annual price escalation clauses that are tied to changes in an underlying base index such as a consumer price index which are unknown at contract inception.

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Solid waste collection revenue from sources other than customer contracts primarily relates to lease revenue associated with compactors. Revenue from these leasing arrangements was not material and represented an insignificant amount of total revenue for each of the reported periods.

Landfill and Transfer Station

Revenue at landfills is primarily generated by charging tipping fees on a per ton and/or per yard basis to third parties based on the volume disposed and the nature of the waste. In general, fees are variable in nature and revenue is recognized at the time the waste is disposed at the facility.

Revenue at transfer stations is primarily generated by charging tipping or disposal fees on a per ton and/or per yard basis. The fees charged to third parties are based primarily on the market, type and volume or weight of the waste accepted, the distance to the disposal facility, the method of transportation used and the cost of disposal. In general, fees are billed and revenue is recognized at the time the service is performed. Revenue recognized under these agreements is variable in nature based on the volume of waste accepted at the transfer facility.

Many of the Company's landfill and transfer station customers have entered into one to ten year disposal contracts, most of which provide for annual indexed price increases.

Solid Waste Recycling

Solid waste recycling revenues result from the sale of recycled commodities, which are generated by offering residential, commercial, industrial and municipal customers recycling services for a variety of recyclable materials, including compost, cardboard, mixed paper, plastic containers, glass bottles and ferrous and aluminum metals. The Company owns and operates recycling operations and markets collected recyclable materials to third parties for processing before resale. In some instances, the Company utilizes a third party to market recycled materials. In certain instances, the Company issues recycling rebates to municipal or commercial customers, which can be based on the price it receives upon the sale of recycled commodities, a fixed contractual rate or other measures. The Company also receives rebates when it disposes of recycled commodities at third-party facilities. The fees received are based primarily on the market, type and volume or weight of the materials sold. In general, fees are billed and revenue is recognized at the time title is transferred. Revenue recognized under these agreements is variable in nature based on the volume of materials sold. In addition, the amount of revenue recognized is based on commodity prices at the time of sale, which are unknown at contract inception.

E&P Waste Treatment, Recovery and Disposal

E&P waste revenue is primarily generated through the treatment, recovery and disposal of non-hazardous exploration and production waste from vertical and horizontal drilling, hydraulic fracturing, production and clean-up activity, as well as other services. Revenue recognized under these agreements is variable in nature based on the volume of waste accepted or processed during the period.

Intermodal and Other

Intermodal revenue is primarily generated through providing intermodal services for the rail haul movement of cargo and solid waste containers in the Pacific Northwest through a network of intermodal facilities. The fees received for intermodal services are based on negotiated rates and vary depending on volume commitments by the shipper and destination. In general, fees are billed and revenue is recognized upon delivery.

Other revenues consist primarily of the sale of methane gas and renewable energy credits generated from the Company's MSW landfills.

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Revenue Recognition

Service obligations of a long-term nature, such as solid waste collection service contracts, are satisfied over time, and revenue is recognized based on the value provided to the customer during the period. In many of the Company's markets, solid waste collection service contracts exist as exclusive franchise agreements or municipal contracts. The amount billed to the customer is based on variable elements such as the number of residential homes or businesses for which collection services are provided, the volume of waste collected, transported and disposed, and the nature of the waste accepted. Such contracts are generally within the Company's collection, recycling and other lines of business and have a weighted average remaining contract life of approximately five years, excluding certain exclusive and perpetual agreements, such as governmental certificates. The Company does not disclose the value of unsatisfied performance obligations for these contracts as its right to consideration corresponds directly to the value provided to the customer for services completed to date and all future variable consideration is allocated to wholly unsatisfied performance obligations.

Additionally, certain elements of long-term customer contracts are unknown upon entering into the contract, including the amount that will be billed in accordance with annual price escalation clauses, fuel recovery fee programs and commodity prices. The amount to be billed is often tied to changes in an underlying base index such as a consumer price index or a fuel or commodity index, and revenue is recognized once the index is established for the period.

Accounts Receivable

Accounts receivable are recorded when billed or accrued and represent claims against third parties that will be settled in cash. The carrying value of the Company's receivables, net of the allowance for credit losses, represents their estimated net realizable value.

The allowance for credit losses is based on management's assessment of the collectability of assets pooled together with similar risk characteristics. The Company monitors the collectability of its trade receivables as one overall pool due to all trade receivables having similar risk characteristics. The Company estimates its allowance for credit losses based on historical collection trends, the age of outstanding receivables, geographical location of the customer, existing economic conditions and reasonable forecasts. If events or changes in circumstances indicate that specific receivable balances may be impaired, further consideration is given to the collectability of those balances and the allowance is adjusted accordingly. Past-due receivable balances are written off when the Company's internal collection efforts have been unsuccessful in collecting the amount due.

The following is a rollforward of the Company's allowance for credit losses for the periods indicated:

	Years Ended December 31,	
	2024	2023
Beginning balance	$ 23,553	$ 22,939
Current period provision for expected credit losses	20,243	17,430
Write-offs charged against the allowance	(23,141)	(22,743)
Recoveries collected	5,255	5,853
Impact of changes in foreign currency	(180)	74
Ending balance	$ 25,730	$ 23,553

Contract Acquisition Costs

The incremental direct costs of obtaining a contract, which consist of sales incentives, are recognized as Other assets in the Company's Consolidated Balance Sheets, and are amortized to Selling, general and administrative expense over the estimated life of the relevant customer relationship, which ranges from one to five years. The Company recognizes the incremental costs of obtaining a contract as an expense when incurred if the amortization period of the asset that the

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Company would have recognized is one year or less. The Company had $28,161 and $25,977 of deferred sales incentives at December 31, 2024 and 2023, respectively. During the years ended December 31, 2024, 2023 and 2022, the Company recorded a total of $25,047, $25,855 and $22,675, respectively, of sales incentive amortization expense for deferred sales incentives and sales incentive expense for contracts with original terms of less than one year.

Property and Equipment

Property and equipment are stated at cost. Improvements or betterments, not considered to be maintenance and repair, which add new functionality or significantly extend the life of an asset are capitalized. Third-party expenditures related to pending development projects, such as legal and engineering expenses, are capitalized. Expenditures for maintenance and repair costs, including planned major maintenance activities, are charged to expense as incurred. The cost of assets retired or otherwise disposed of and the related accumulated depreciation are eliminated from the accounts in the year of disposal. Gains and losses resulting from disposals of property and equipment are recognized in the period in which the property and equipment is disposed. Depreciation is computed using the straight-line method over the estimated useful lives of the assets or the lease term, whichever is shorter.

The estimated useful lives are as follows:

Buildings	10 – 20 years
Leasehold and land improvements	3 – 20 years
Machinery and equipment	3 – 20 years
Rolling stock	3 – 10 years
Containers	5 – 12 years

Landfill Accounting

The Company utilizes the life cycle method of accounting for landfill costs. This method applies the costs to be capitalized associated with acquiring, developing, closing and monitoring the landfills over the associated consumption of landfill capacity. The Company utilizes the units of consumption method to amortize landfill development costs over the estimated remaining capacity of a landfill. Under this method, the Company includes future estimated construction costs using current dollars, as well as costs incurred to date, in the amortization base. When certain criteria are met, the Company includes expansion airspace, which has not been permitted, in the calculation of the total remaining capacity of the landfill.

- Landfill development costs. Landfill development costs include the costs of acquisition, construction associated with excavation, liners, site berms, groundwater monitoring wells, gas recovery systems and leachate collection systems. The Company estimates the total costs associated with developing each landfill site to its final capacity. This includes certain projected landfill site costs that are uncertain because they are dependent on future events and thus actual costs could vary significantly from estimates. The total cost to develop a site to its final capacity includes amounts previously expended and capitalized, net of accumulated depletion, and projections of future purchase and development costs, liner construction costs, and operating construction costs. Total landfill costs include the development costs associated with expansion airspace. Expansion airspace is addressed below.

- Final capping, closure and post-closure obligations. The Company accrues for estimated final capping, closure and post-closure maintenance obligations at the landfills it owns and the landfills that it operates, but does not own, under life-of-site agreements. Accrued final capping, closure and post-closure costs represent an estimate of the current value of the future obligation associated with final capping, closure and post-closure monitoring of non-hazardous solid waste landfills currently owned or operated under life-of-site agreements by the Company. Final capping costs represent the costs related to installation of clay liners, drainage and compacted soil layers and topsoil constructed over areas of the landfill where total airspace capacity has been consumed. Closure and post-closure monitoring and maintenance costs represent the costs related to cash expenditures yet to be incurred when

a landfill facility ceases to accept waste and closes. Accruals for final capping, closure and post-closure monitoring and maintenance requirements in the U.S. consider site inspection, groundwater monitoring, leachate management, methane gas control and recovery, and operating and maintenance costs to be incurred during the period after the facility closes. Certain of these environmental costs, principally capping and methane gas control costs, are also incurred during the operating life of the site in accordance with the landfill operation requirements of Subtitle D and the air emissions standards. Daily maintenance activities, which include many of these costs, are expensed as incurred during the operating life of the landfill. Daily maintenance activities include leachate disposal; surface water, groundwater, and methane gas monitoring and maintenance; other pollution control activities; mowing and fertilizing the landfill final cap; fence and road maintenance; and third-party inspection and reporting costs. Site specific final capping, closure and post-closure engineering cost estimates are prepared annually for landfills owned or landfills operated under life-of-site agreements by the Company.

The net present value of landfill final capping, closure and post-closure liabilities are calculated by estimating the total obligation in current dollars, inflating the obligation based upon the expected date of the expenditure and discounting the inflated total to its present value using a credit adjusted risk-free rate. Any changes in expectations that result in an upward revision to the estimated undiscounted cash flows are treated as a new liability and are inflated and discounted at rates reflecting market conditions. Any changes in expectations that result in a downward revision (or no revision) to the estimated undiscounted cash flows result in a liability that is inflated and discounted at rates reflecting the market conditions at the time the cash flows were originally estimated. This policy results in the Company's final capping, closure and post-closure liabilities being recorded in "layers." The Company's discount rate assumption for purposes of computing layers for final capping, closure and post-closure liabilities is based on its long-term credit adjusted risk-free rate. The Company's discount rate assumption for purposes of computing 2024 and 2023 "layers" for final capping, closure and post-closure obligations was 5.50% for each of 2024 and 2023. The Company's long-term inflation rate assumption was 2.75% for each of the years ended December 31, 2024 and 2023.

In accordance with the accounting guidance on asset retirement obligations, the final capping, closure and post-closure liability is recorded on the balance sheet along with an offsetting addition to site costs which is amortized to depletion expense on a units-of-consumption basis as remaining landfill airspace is consumed. The impact of changes determined to be changes in estimates, based on an annual update, is accounted for on a prospective basis. In the event that changes in an estimate for a closure and post-closure liability are associated with a significant change in facts and circumstances at a landfill or a non-operating section of a landfill, corresponding adjustments to recorded liabilities and Impairments and other operating items are made as soon as is practical. Depletion expense resulting from final capping, closure and post-closure obligations recorded as a component of landfill site costs will generally be less during the early portion of a landfill's operating life and increase thereafter. Owned landfills and landfills operated under life-of-site agreements have estimated remaining lives, based on remaining permitted capacity, probable expansion capacity and projected annual disposal volumes, that range from approximately one to 381 years, with approximately 90% of the projected annual disposal volume from landfills with remaining lives of less than 70 years. The costs for final capping, closure and post-closure obligations at landfills the Company owns or operates under life-of-site agreements are generally estimated based on interpretations of current requirements and proposed or anticipated regulatory changes.

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The following is a reconciliation of the Company's final capping, closure and post-closure liability balance from December 31, 2022 to December 31, 2024:

Final capping, closure and post-closure liability at December 31, 2022	$ 344,606
Liability adjustments	189,136
Accretion expense associated with landfill obligations	19,418
Closure payments	(39,429)
Assumption of closure liabilities from acquisitions	7,687
Foreign currency translation adjustment	815
Final capping, closure and post-closure liability at December 31, 2023	522,233
Liability adjustments	497,955
Accretion expense associated with landfill obligations	29,373
Closure payments	(247,552)
Assumption of closure liabilities from acquisitions	60,913
Foreign currency translation adjustment	(2,799)
Final capping, closure and post-closure liability at December 31, 2024	$ 860,123

Liability adjustments of $497,955 and $189,136 for the years ended December 31, 2024 and 2023, respectively, represent non-cash changes to final capping, closure and post-closure liabilities and are recorded on the Consolidated Balance Sheets along with an offsetting addition to site costs, which is amortized to depletion expense as the remaining landfill airspace is consumed. The final capping, closure and post-closure liability is included in Other long-term liabilities in the Consolidated Balance Sheets. The Company performs its annual review of its cost and capacity estimates in the first quarter of each year. In the event that changes in an estimate for a closure and post-closure liability are associated with a significant change in facts and circumstances at a landfill or a non-operating section of a landfill, corresponding adjustments to recorded liabilities and Impairments and other operating items are made as soon as is practical. In 2023, the Company recorded an additional $159,547 of charges to adjust the carrying value of a closure and post-closure liability at an area of a landfill site that has been deemed to reach final capacity. Furthermore, during the quarter ended December 31, 2024, the Company recorded an additional $480,786 of charges to adjust the carrying value of the closure and post-closure liability at the same landfill, which ceased active waste disposal operations as of December 31, 2024. See "Final capping, closure and post-closure obligations" within this Note 3 for additional information regarding the Company's accounting for landfills.

- Disposal capacity. The Company's internal and third-party engineers perform surveys at least annually to estimate the remaining disposal capacity at its landfills. This is done by using surveys and other methods to calculate, based on the terms of the permit, height restrictions and other factors, how much airspace is left to fill and how much waste can be disposed of at a landfill before it has reached its final capacity. The Company's landfill depletion rates are based on the remaining disposal capacity, considering both permitted and probable expansion airspace, at the landfills it owns and landfills it operates, but does not own, under life-of-site agreements. The Company's landfill depletion rate is based on the term of the operating agreement at its operated landfill that has capitalized expenditures. Expansion airspace consists of additional disposal capacity being pursued through means of an expansion that has not yet been permitted. Expansion airspace that meets the following criteria is included in the estimate of total landfill airspace:

    1) whether the land where the expansion is being sought is contiguous to the current disposal site, and the Company either owns the expansion property or has rights to it under an option, purchase, operating or other similar agreement;
    2) whether total development costs, final capping costs, and closure/post-closure costs have been determined;
    3) whether internal personnel have performed a financial analysis of the proposed expansion site and have determined that it has a positive financial and operational impact;

4) whether internal personnel or external consultants are actively working to obtain the necessary approvals to obtain the landfill expansion permit; and
5) whether the Company considers it probable that the Company will achieve the expansion (for a pursued expansion to be considered probable, there must be no significant known technical, legal, community, business, or political restrictions or similar issues existing that the Company believes are more likely than not to impair the success of the expansion).

It is possible that the Company's estimates or assumptions could ultimately be significantly different from actual results. In some cases, the Company may be unsuccessful in obtaining an expansion permit or the Company may determine that an expansion permit that the Company previously thought was probable has become unlikely. To the extent that such estimates, or the assumptions used to make those estimates, prove to be significantly different than actual results, or the belief that the Company will receive an expansion permit changes adversely in a significant manner, the costs of the landfill, including the costs incurred in the pursuit of the expansion, may be subject to impairment testing, as described below, and lower profitability may be experienced due to higher amortization rates, higher capping, closure and post-closure rates, and higher expenses or asset impairments related to the removal of previously included expansion airspace.

The Company periodically evaluates its landfill sites for potential impairment indicators. The Company's judgments regarding the existence of impairment indicators are based on regulatory factors, market conditions and operational performance of its landfills. Future events could cause the Company to conclude that impairment indicators exist and that its landfill carrying costs are impaired.

Business Combination Accounting

The Company accounts for business combinations as follows:

- The Company recognizes, separately from goodwill, the identifiable assets acquired and liabilities assumed at their estimated acquisition date fair values. The Company measures and recognizes goodwill as of the acquisition date as the excess of: (a) the aggregate of the fair value of consideration transferred, the fair value of the noncontrolling interest in the acquiree (if any) and the acquisition date fair value of the Company's previously held equity interest in the acquiree (if any), over (b) the fair value of assets acquired and liabilities assumed.

- At the acquisition date, the Company measures the fair values of all assets acquired and liabilities assumed that arise from contractual contingencies. The Company measures the fair values of all noncontractual contingencies if, as of the acquisition date, it is more likely than not that the contingency will give rise to an asset or liability.

Finite-Lived Intangible Assets

The amounts assigned to franchise agreements, contracts, customer lists, permits and other agreements are being amortized over the expected term of the related agreements (ranging from 4 to 51 years). The Company uses an accelerated or straight line basis for amortization, depending on the attributes of the related intangibles.

Goodwill and Indefinite-Lived Intangible Assets

The Company acquired indefinite-lived intangible assets in connection with certain of its acquisitions. The amounts assigned to indefinite-lived intangible assets consist of the value of certain perpetual rights to provide solid waste collection and transportation services in specified territories. The Company measures and recognizes acquired indefinite-lived intangible assets at their estimated acquisition date fair values. Indefinite-lived intangible assets are not amortized. Goodwill represents the excess of: (a) the aggregate of the fair value of consideration transferred, the fair value of any noncontrolling interest in the acquiree (if any) and the acquisition date fair value of the Company's previously held equity

interest in the acquiree (if any), over (b) the fair value of assets acquired and liabilities assumed. Goodwill and intangible assets, deemed to have indefinite lives, are subject to annual impairment tests as described below.

Goodwill and indefinite-lived intangible assets are tested for impairment on at least an annual basis in the fourth quarter of the year. In addition, the Company evaluates its reporting units for impairment if events or circumstances change between annual tests indicating a possible impairment. Examples of such events or circumstances include, but are not limited to, the following:

- a significant adverse change in legal factors or in the business climate;
- an adverse action or assessment by a regulator;
- a more likely than not expectation that a segment or a significant portion thereof will be sold;
- the testing for recoverability of a significant asset group within a segment; or
- current period or expected future operating cash flow losses.

As part of the Company's goodwill impairment test, the Company estimates the fair value of each of its reporting units using discounted cash flow analyses. The Company's reporting units consisted of its six geographic solid waste operating segments at December 31, 2024, 2023 and 2022. The Company compares the fair value of each reporting unit with the carrying value of the net assets assigned to each reporting unit. If the fair value of a reporting unit is greater than the carrying value of the net assets, including goodwill, assigned to the reporting unit, then no impairment results. If the fair value is less than its carrying value, an impairment charge is recorded for the amount by which the carrying value exceeds its fair value, not to exceed the carrying amount of goodwill. In testing indefinite-lived intangible assets for impairment, the Company compares the estimated fair value of each indefinite-lived intangible asset to its carrying value. If the fair value of the indefinite-lived intangible asset is less than its carrying value, an impairment charge would be recorded to earnings in the Company's Consolidated Statements of Net Income.

During the Company's annual impairment analysis of its solid waste operations, the Company determined the fair value of each of its six geographic operating segments at December 31, 2024, 2023 and 2022 and each indefinite-lived intangible asset within those segments using discounted cash flow analyses, which require significant assumptions and estimates about the future operations of each reporting unit and the future discrete cash flows related to each indefinite-lived intangible asset. Significant judgments inherent in these analyses include the determination of appropriate discount rates, the amount and timing of expected future cash flows, growth rates and income tax rates. The cash flows employed in the Company's 2024 discounted cash flow analyses were based on ten-year financial forecasts, which in turn were based on the 2025 annual budget developed internally by management. These forecasts reflect operating profit margins that were consistent with 2024 results and perpetual revenue growth rates of 4.5%. The Company's discount rate assumptions are based on an assessment of the market participant rate which approximated 8.5%. In assessing the reasonableness of the Company's determined fair values of its reporting units, the Company evaluates its results against its current market capitalization. The Company did not record an impairment charge to any of its six geographic operating segments as a result of its annual goodwill and indefinite-lived intangible impairment tests for the years ended December 31, 2024, 2023 or 2022.

Impairments of Property and Equipment and Finite-Lived Intangible Assets

Property, equipment and finite-lived intangible assets are carried on the Company's consolidated financial statements based on their cost less accumulated depreciation or amortization. Finite-lived intangible assets consist of long-term franchise agreements, contracts, customer lists, permits and other agreements. The recoverability of these assets is tested whenever events or changes in circumstances indicate that their carrying amount may not be recoverable.

WASTE CONNECTIONS, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(DOLLAR AMOUNTS IN THOUSANDS OF U.S. DOLLARS, EXCEPT PER SHARE, PER TON AND PER GALLON AMOUNTS OR AS OTHERWISE NOTED)

Typical indicators that an asset may be impaired include, but are not limited to, the following:

- a significant adverse change in legal factors or in the business climate;
- an adverse action or assessment by a regulator;
- a more likely than not expectation that a segment or a significant portion thereof will be sold;
- the testing for recoverability of a significant asset group within a segment; or
- current period or expected future operating cash flow losses.

If any of these or other indicators occur, a test of recoverability is performed by comparing the carrying value of the asset or asset group to its undiscounted expected future cash flows. If the carrying value is in excess of the undiscounted expected future cash flows, impairment is measured by comparing the fair value of the asset to its carrying value. Fair value is determined by an internally developed discounted projected cash flow analysis of the asset. Cash flow projections are sometimes based on a group of assets, rather than a single asset. If cash flows cannot be separately and independently identified for a single asset, the Company will determine whether an impairment has occurred for the group of assets for which the projected cash flows can be identified. If the fair value of an asset is determined to be less than the carrying amount of the asset or asset group, an impairment in the amount of the difference is recorded in the period that the impairment indicator occurs. Several impairment indicators are beyond the Company's control, and whether or not they will occur cannot be predicted with any certainty. Estimating future cash flows requires significant judgment and projections may vary from cash flows eventually realized. There are other considerations for impairments of landfills, as described below.

During the quarter ended December 31, 2024, the Company made the decision to cease active waste disposal operations as of December 31, 2024 at the Chiquita Canyon Landfill, and therefore recorded a charge of $116,090 to Impairments and other operating items in the Consolidated Statement of Net Income, which reduced the carrying value of property and equipment. During the years ended December 31, 2023 and 2022, the Company did not record any significant impairment charges for finite-lived intangible assets or property and equipment.

There are certain indicators listed above that require significant judgment and understanding of the waste industry when applied to landfill development or expansion projects. A regulator or court may deny or overturn a landfill development or landfill expansion permit application before the development or expansion permit is ultimately granted. Management may periodically divert waste from one landfill to another to conserve remaining permitted landfill airspace. Therefore, certain events could occur in the ordinary course of business and not necessarily be considered indicators of impairment due to the unique nature of the waste industry.

Restricted Cash and Restricted Investments

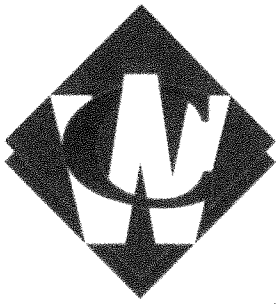
Restricted cash and restricted investments consist of the following:

	December 31, 2024		December 31, 2023	
	Restricted Cash	Restricted Investments	Restricted Cash	Restricted Investments
Settlement of insurance claims	$ 121,751	$ —	$ 83,270	$ —
Landfill closure and post-closure obligations	8,852	77,855	13,546	68,266
Other financial assurance requirements	5,204	271	8,823	2,084
	$ 135,807	$ 78,126	$ 105,639	$ 70,350

See Note 12 for further information on restricted cash and restricted investments.

Attachment 1 - NOV Disclosure

NOV Date	Location/Address	State	Issuing Agency	Action	Nature of Alleged Violation	Resolution
1/16/25	1st Place Recycling	FL	City of Miami	Alleged NOV	Causing offsite sedimentation or turbidity to nearby waterways.	Updated sweeper plan to twice daily and resolved.
1/20/25	Deerfield Beach Rec & TS	FL	Broward County	Alleged NOV	Failure to clean tipping floor, failure to control vectors and failure to contain waste in the building.	Addressed all alleged violations w/in 30 days.
5/27/25	Naples TS	FL	FDEP	Compliance Assistance Offer	Failure to properly implement SWPPP and properly install, operate and maintain BMPs under the site's NPDES permit.	Resolved BMP issues and updated site activities in line with SWPPP.
9/16/24	1st Place Recycling	FL	Miami Dade County DERM	Alleged NOV	Pumping water offsite without a permit.	Obtained proper permitting.
8/7/23	Deerfield Beach Rec & TS	FL	Broward County DEP	Alleged NOV	Failure to conduct operations in accordance with Operations Plan and Solid Waste Management License as a result of storage of waste outside building.	Submit proof of compliance to the Dept. within 30 days
1/6/22	Deerfield Beach Rec & TS	FL	Broward County DEP	Inspection Report	Odor complaint, as well as trash tracked from facility present & excessive, litter present & in stormwater swale, secondary containment not sufficient as well as containers w/lack of secondary containment as well as stored waste in container.	Submit proof of compliance to the Dept. within 30 days
3/9/22	Miami	FL	Customs & Border Patrol	Alleged NOV	Compactor not labeled correctly at Miami Intl Airport; Compactor was not sealed & leaking.	Response sent to CBP; retraining of folks who manage the airport account.
3/30/22	Miami	FL	City of Hialeigh	Alleged NOV	Failure to have business tax receipts for parking lot, maintenance activities. Vending machines do not have tax license. Also left one for a neighbor's ice cream machine that is on our property.	Site staff went to City of Hialeah to determine if indeed the tax licenses were needed as we're not open to the public. City has determined they are required. Site is acquiring all documentation to apply for required licenses.
8/1/22	Deerfield Beach Rec & TS	FL	Broward County DEP	Alleged NOV	Reporting and operational violations.	Hearing at the Broward County Gov't Center West on August 25, 2022
2/24/21	1st Place Recycling	FL	City of Miami	Alleged NOV	Stormwater causing off site sedimentation to waterways, private or public property or stormwater mgmt. system.	Cleaned onsite ditches, drains pumped City & 1st Place storm drains, planted sod in swale. Site will pave the property if the lease gets extended. Paid $500 fine.
4/7/21	Palmetto Materials & Transfer Station	FL	Florida Dept. of Environmental Protection - SW District	Warning Letter	Waste found to be outside of the transfer building.	Responded with explanation of all items and provided requested documentation.
4/7/21	Palmetto Materials & Transfer Station	FL	Florida Dept. of Environmental Protection - SW District	Warning Letter	Waste was found to be mixed wastes without segregation bays in transfer building.	Responded with explanation of all items and provided requested documentation.
4/7/21	Palmetto Materials & Transfer Station	FL	Florida Dept. of Environmental Protection - SW District	Warning Letter	The leachate tank pump volume exceeded 75% capacity threshold; OPS Plan was not onsite for review.	Site added leachate tank check task to their CUBE
4/7/21	Palmetto Materials & Transfer Station	FL	Florida Dept. of Environmental Protection - SW District	Warning Letter	Site did not have rejected load forms available	Site now has the forms
4/12/21	Venice Transfer Station	FL	Louisiana Dept. of Natural Resources	Compliance Order	Failure to provide written notice of operational alteration; Failure to remove all surface equipment & return site as close as possible to original state prior to closure.	We had a conference call with LDNR. All documents were submitted to LDNR prior to Compliance Order being issued. LDNR agreed to review final inspection & to sign off from landlord to resolve the Compliance Order.
8/24/21	Taft Recycling	FL	Orange County EPD	Alleged NOV	Litter on haul route to facility	Cleaned litter/tires from haul route (on going battle). Submitted response to EPD on 9-14-21.
8/24/21	Taft Recycling	FL	Orange County EPD	Alleged NOV	Litter in stormwater pond area	Cleaned litter from in and around stormwater pond. Submitted response to EPD on 9-14-21.
8/24/21	Taft Recycling	FL	Orange County EPD	Alleged NOV	Waste outside building	Removed waste outside of building. Submitted response to EPD on 9-14-21.
8/24/21	Taft Recycling	FL	Orange County EPD	Alleged NOV	Lack of stormwater weekly inspection forms	Added task to the CUBE. Submitted response to EPD on 9-14-21.
8/25/21	Tampa Materials Transfer	FL	Hillsborough County EPC	Alleged NOV	Leachate tank alarm not functional & tank was full.	Repaired leachate tank alarm and pumped leachate tank. Site responded via emails/photos on 8/25/21 and 9/7/21.
8/25/21	Tampa Materials Transfer	FL	Hillsborough County EPC	Alleged NOV	Litter observed throughout site property	Cleaned up litter. Site responded via emails/photos on 8/25/21 and 9/7/21.
8/25/21	Tampa Materials Transfer	FL	Hillsborough County EPC	Alleged NOV	Class III & C&D waste observed outside bldg.	Shut down for a day to ensure Class III/C&D could get caught up. Site responded via emails/photos on 8/25/21 and 9/7/21.
9/2/21	Opa Locka Container Shop	FL	Miami-Dade County - Fire Rescue	Alleged NOV	Failure to inspect fire protection system.	Site had contractor out to repair all items. Response and photos sent by site 9/29/21.
9/2/21	Opa Locka Container Shop	FL	Miami-Dade County - Fire Rescue	Alleged NOV	Failure to maintain sprinkler heads free of paint	Site had contractor out to repair all items. Response and photos sent by site 9/29/21.
9/2/21	Opa Locka Container Shop	FL	Miami-Dade County - Fire Rescue	Alleged NOV	Cover plates found to be missing on sprinkler heads	Site had contractor out to repair all items. Response and photos sent by site 9/29/21.
9/2/21	Opa Locka Container Shop	FL	Miami-Dade County - Fire Rescue	Alleged NOV	Failure to provide fire/sprinkler protection throughout...specifically the hall next to the conference room.	Site had contractor out to repair all items. Response and photos sent by site 9/29/21.
10/11/21	Pasco West	FL	Florida Dept. Environmental Protection	Alleged NOV	Valve on secondary containment for diesel tank was partially open & Quarterly Visual Monitoring Records were not available for Q2 & Q3 of 2021.	Haven't received formal letter yet/just email



WASTE CONNECTIONS
of FLORIDA
Connect with the Future

Bond Evidence

TRAVELERS

September 15, 2025

Marion County
601 SE 25th Avenue
Ocala, FL 34471

Re: Waste Connections of Florida, Inc.
Permit for Commercial and Residential Franchise License

To Whom It May Concern:

Waste Connections of Florida, Inc. is a highly regarded client of Travelers Casualty and Surety Company of America for bonding purposes.

We understand that Waste Connections of Florida, Inc. will be submitting an application to you for a Permit for a Commercial and Residential Franchise License. If the proposal is accepted and Waste Connections of Florida, Inc. asks us for a performance bond, Travelers Casualty and Surety Company of America will issue this bond on an industry standard annually renewable performance bond form, a copy of which is attached for your review.

If you have any questions about this fine client, please do not hesitate to give me a call at 916.971.8843.

Sincerely,

Travelers Casualty and Surety Company of America

By: _____
Lisa Betancur, Attorney-In-Fact

TRAVELERS	Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Lisa Betancur** of **SACRAMENTO**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **15th** day of **September**, **2025**

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

On September 15, 2025 before me, Donna Marie Borja, Notary Public
(insert name and title of the officer)

personally appeared Lisa Betancur,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DONNA MARIE BORJA
COMMISSION #2430459
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
MY COMMISSION EXPIRES
DECEMBER 12, 2026

Signature Donna Marie Borja (Seal)

Bond No. _____
Premium $_____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and _____, a corporation duly organized under the laws of the state of _____ and licensed to do business in the State of _____, as Surety, are held and firmly bound unto _____ (Obligee), in the penal sum of _____ ($_____) Dollars, lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a certain written Contract with the above named Obligee, for _____ and more fully described in said Contract, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below.

NOW, THEREFORE, if Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform the Contract, according to the terms, stipulations or conditions thereof, then this obligation shall become null and void, otherwise to remain in full force and effect. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

Notwithstanding the provisions of the Contract, the term of this bond shall apply from _____, _____, until _____, _____, and may be extended by the Surety by Continuation Certificate. However, neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sealed with our seals and dated this _____ day of _____, _____.

_____

_____ _____

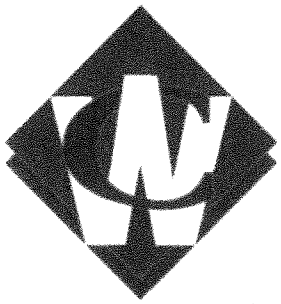
(Witness)

_____

_____ _____

(Attest) , Attorney-In-Fact

S-5025 (7/98)



WASTE CONNECTIONS
of FLORIDA

Connect with the Future

Insurance Certificate

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Prop & Casualty Serv Inc. 3620 American River Drive Suite 125 Sacramento CA 95864	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: wcnuscoirequest@nfp.com
INSURED WASTCON-03 Waste Connections of Florida, Inc. 3 Waterway Square Place, Suite #110 The Woodlands, TX 77380	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : ACE American Insurance Company — 22667 INSURER B : Chubb Indemnity Insurance Company — 12777 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1258752133 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		HDO G49353066	8/1/2025	8/1/2026	EACH OCCURRENCE	$ $2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ $1,000,000
							MED EXP (Any one person)	$ $10,000
							PERSONAL & ADV INJURY	$ $2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ $5,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ $4,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY			ISAH10755517	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ $10,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		WLR C72796573	8/1/2025	8/1/2026	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)						E.L. EACH ACCIDENT	$ $1,500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ $1,500,000
							E.L. DISEASE - POLICY LIMIT	$ $1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Marion County, Florida is included as an additional insured with regard to General Liability.

CERTIFICATE HOLDER

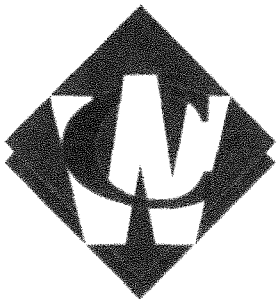
Marion County, Florida
601 SE 25th Avenue
Ocala FL 34471

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

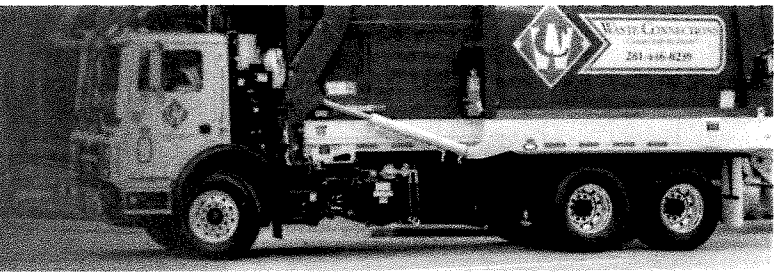
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WASTE CONNECTIONS
of FLORIDA
Connect with the Future

Financials – Officers – 5% Owners

Share Ownership



Share Ownership of Five Percent Shareholders

The following table shows ownership information for any person or company known by our directors and executive officers to beneficially own, or control or direct, directly or indirectly, 5% or more of the Common Shares. This information is presented as of the Record Date.

NAME OF BENEFICIAL OWNER	NUMBER OF OUTSTANDING COMMON SHARES BENEFICIALLY OWNED[1]	PERCENT OF CLASS[2]
The Vanguard Group[3]	28,410,377	11.00%

(1) Beneficial ownership is determined in accordance with the rules of the SEC. In general, a person who has voting power and/or investment power with respect to securities is treated as the beneficial owner of those securities.

(2) Based on 258,363,968 Common Shares outstanding as of the Record Date.

(3) The Common Share ownership of The Vanguard Group is based on a Schedule 13G/A filed with the SEC on February 13, 2024. The Vanguard Group has sole voting power with respect to zero Common Shares, shared voting power with respect to 2,776,978 Common Shares, sole dispositive power with respect to 25,329,433 Common Shares and shared dispositive power with respect to 3,080,944 Common Shares. The address of The Vanguard Group is 100 Vanguard Blvd., Malvern, Pennsylvania 19355.

INFORMATION ABOUT OUR EXECUTIVE OFFICERS

The following table sets forth certain information concerning our executive officers as of February 3, 2025:

Name	Age	Positions
Ronald J. Mittelstaedt	61	President and Chief Executive Officer
Darrell W. Chambliss	60	Executive Vice President and Chief Operating Officer
James M. Little	63	Executive Vice President – Engineering and Disposal
Patrick J. Shea	54	Executive Vice President, General Counsel and Secretary
Mary Anne Whitney	61	Executive Vice President and Chief Financial Officer
Matthew S. Black	52	Senior Vice President – Chief Accounting Officer
Aaron J. Bradley	43	Senior Vice President – Performance Optimization
Robert M. Cloninger	52	Senior Vice President, Deputy General Counsel and Assistant Secretary
Eric O. Hansen	59	Senior Vice President – Chief Information Officer
Susan R. Netherton	55	Senior Vice President – People, Training and Development
Robert A. Nielsen III	60	Senior Vice President – Operations
Dan Pio	61	Senior Vice President – Operations
Philip J. Rivard	63	Senior Vice President – Business Development

Ronald J. Mittelstaedt has been President and Chief Executive Officer of the Company since April 2023. From July 2019 to that date, Mr. Mittelstaedt served as Executive Chairman of the Company. From its formation in 1997 to July 2019, Mr. Mittelstaedt served as Chief Executive Officer of the Company. Mr. Mittelstaedt has served as a director of the Company since its formation and serves on the Executive Committee. Mr. Mittelstaedt was elected Chairman in January 1998 and served in that capacity until stepping down to serve as President and Chief Executive Officer in April 2023. He also served as President of the Company from its formation through August 2004. Mr. Mittelstaedt has more than 35 years of experience in the solid waste industry. He serves as a director of SkyWest, Inc. Mr. Mittelstaedt holds a B.A. degree in Business Economics with a finance emphasis from the University of California at Santa Barbara.

Darrell W. Chambliss has been Executive Vice President and Chief Operating Officer of the Company since October 2003. From October 1, 1997 to that date, Mr. Chambliss served as Executive Vice President – Operations of the Company. Mr. Chambliss has more than 30 years of experience in the solid waste industry. Mr. Chambliss holds a B.S. degree in Business Administration from the University of Arkansas.

James M. Little has been Executive Vice President – Engineering and Disposal of the Company since July 2019. From February 2009 to that date, Mr. Little served as Senior Vice President – Engineering and Disposal of the Company. From September 1999 to February 2009, Mr. Little served as Vice President – Engineering of the Company. Mr. Little held various management positions with Waste Management, Inc. (formerly USA Waste Services, Inc., which acquired Waste Management, Inc. and Chambers Development Co. Inc.) from April 1990 to September 1999, including Regional Environmental Manager and Regional Landfill Manager, and most recently Division Manager in Ohio, where he was responsible for the operations of ten operating companies in the Northern Ohio area. Mr. Little is a certified professional geologist and holds a B.S. degree in Geology from Slippery Rock University.

Patrick J. Shea has been Executive Vice President, General Counsel and Secretary of the Company since July 2019. From August 2014 to that date, Mr. Shea served as Senior Vice President, General Counsel and Secretary of the Company. From February 2009 to August 2014, Mr. Shea served as Vice President, General Counsel and Secretary of the Company. He served as General Counsel and Secretary of the Company from February 2008 to February 2009 and Corporate Counsel of the Company from February 2004 to February 2008. Mr. Shea practiced corporate and securities law with Brobeck, Phleger & Harrison LLP in San Francisco from 1999 to 2003 and Winthrop, Stimson, Putnam & Roberts (now Pillsbury Winthrop Shaw Pittman LLP) in New York and London from 1995 to 1999. Mr. Shea holds a B.S. degree in Managerial Economics from the University of California at Davis and a J.D. degree from Cornell University.

Mary Anne Whitney has been Executive Vice President and Chief Financial Officer of the Company since February 2021. From July 2018 to that date, Ms. Whitney served as Senior Vice President and Chief Financial Officer of the Company. From February 2018 to July 2018, Ms. Whitney served as Senior Vice President - Finance of the Company.

From March 2012 to February 2018, Ms. Whitney served as Vice President - Finance of the Company. From November 2006 to March 2012, Ms. Whitney served as Director of Finance of the Company. Ms. Whitney held various finance positions for Wheelabrator Technologies from 1990 to 2001. Ms. Whitney holds a B.A. degree in Economics from Georgetown University and an M.B.A. in Finance from New York University Stern School of Business. Ms. Whitney also serves on the Board of Directors of Vestis Corp.

Matthew S. Black has been Senior Vice President – Chief Accounting Officer of the Company since February 2023. From January 2017 to that date, Mr. Black served as Senior Vice President and Chief Tax Officer of the Company. From March 2012 to January 2017, Mr. Black served as Vice President and Chief Tax Officer of the Company. From December 2006 to March 2012, Mr. Black served as Executive Director of Taxes of the Company. Mr. Black served as Tax Director for The McClatchy Company from April 2001 to November 2006, and served as Tax Manager from December 2000 to March 2001. From January 1994 to November 2000, Mr. Black held various positions, including Tax Manager, for PricewaterhouseCoopers LLP. Mr. Black is a Certified Public Accountant and holds a B.S. degree in Accounting and Master's degree in Taxation from California State University, Sacramento.

Aaron J. Bradley has been Senior Vice President – Performance Optimization of the Company since February 2025. From March 2022 to that date, Mr. Bradley served as a Regional Vice President of the Company. From October 2018 to March 2022, Mr. Bradley served as a Divisional Vice President of the Company. From September 2015 to October 2018, Mr. Bradley served as a District Manager of the Company. From April 2010 to September 2015, Mr. Bradley held various positions for the Company, including Assistant District Manager, Division Controller, District Controller, and Assistant Controller. Prior to joining the Company in April 2010, Mr. Bradley served as Controller and Chief Financial Officer for Burks Tractor Company. Mr. Bradley holds a B.S. degree in Finance and an M.B.A. from Idaho State University.

Robert M. Cloninger has been Senior Vice President, Deputy General Counsel and Assistant Secretary of the Company since February 2022. From August 2014 to that date, Mr. Cloninger served as Vice President, Deputy General Counsel and Assistant Secretary of the Company. From February 2013 to August 2014, Mr. Cloninger served as Deputy General Counsel of the Company. He served as Corporate Counsel of the Company from February 2008 to February 2013. Mr. Cloninger practiced corporate, securities and mergers and acquisitions law with Schiff Hardin LLP in Chicago from 1999 to 2004 and Downey Brand LLP in Sacramento from 2004 to 2008. Mr. Cloninger holds a B.A. degree in History from Northwestern University and a J.D. degree from the University of California at Davis.

Eric O. Hansen has been Senior Vice President – Chief Information Officer of the Company since February 2019. From July 2004 to that date, Mr. Hansen served as Vice President – Chief Information Officer of the Company. From January 2001 to July 2004, Mr. Hansen served as Vice President – Information Technology of the Company. From April 1998 to December 2000, Mr. Hansen served as Director of Management Information Systems of the Company. Mr. Hansen holds a B.S. degree from Portland State University.

Susan R. Netherton has been Senior Vice President – People, Training and Development of the Company since February 2022. From July 2013 to that date, Ms. Netherton served as Vice President – People, Training and Development of the Company. From February 2007 to July 2013, Ms. Netherton served as Director of Human Resources and Employment Manager of the Company. From 1994 to 2007, Ms. Netherton held various human resources positions at Carpenter Technology Corporation, a publicly-traded, specialty metals and materials company. Ms. Netherton holds a B.S. in Elementary Education from Kutztown University and an M.B.A. from St. Mary's College of California.

Robert A. Nielsen III has been Senior Vice President – Operations of the Company since July 2023. From April 2002 to that date, Mr. Nielsen served as a Region Vice President of the Company, including for its Southern, Western and Eastern Regions. From May 1999 to April 2002, Mr. Nielsen served as a District Manager of the Company. Prior to joining the Company in May 1999, Mr. Nielsen worked for Browning Ferris Industries as an Area Vice President of Recycling. Mr. Nielsen holds a B.S. degree in Agriculture from University of Maine.

Dan Pio has been Senior Vice President – Operations of the Company since July 2023. From June 2016 to that date, Mr. Pio served as a President of Waste Connections of Canada. From January 2016 to June 2016, Mr. Pio served as Chief Executive Officer and Chief Integration Officer of Progressive Waste Solutions Ltd. prior to its merger with the Company. From October 2013 to January 2016, Mr. Pio served as Executive Vice President, Strategy and Business Development for

Progressive Waste Solutions Ltd. From March 2010 to October 2013, Mr. Pio served as Vice President and Chief Operating Officer of BFI Canada. From January 2001 to October 2005, Mr. Pio served as Senior Vice President with Waste Management, Inc. and President of Waste Management of Canada. During his over 35 years in the solid waste industry, Mr. Pio also held senior level positions at USA Waste Services and Laidlaw Waste Systems. Mr. Pio holds a B.A. Economics degree from McMaster University.

Philip J. Rivard has been Senior Vice President – Business Development of the Company since July 2023. From April 2022 to that date, Mr. Rivard served as Executive Director and Head of M&A of the Company. From July 2001 to March 2022, Mr. Rivard served as a Regional Vice President of the Company. From August 1999 to June 2001, Mr. Rivard served as a Divisional Vice President of the Company. From October 1997 to July 1999, Mr. Rivard served as a Business Development Manager of the Company. From July 1988 to September 1997, Mr. Rivard held various positions with USA Waste Services Inc., Sanifill, Inc. and Browning-Ferris Industries. Mr. Rivard worked as an external auditor at Touche Ross & Co. from June 1986 to June 1988. Mr. Rivard holds a B.S. degree in Accounting from Metropolitan State University of Denver.

AVAILABLE INFORMATION

Our corporate website address is www.wasteconnections.com. We make our reports on Forms 10-K, 10-Q and 8-K and any amendments to such reports available on our website free of charge as soon as reasonably practicable after we file them with or furnish them to the Securities and Exchange Commission, or SEC, and with the securities commissions or similar regulatory authorities in Canada. The SEC maintains an internet website at www.sec.gov that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC. The references in this Annual Report on Form 10-K to our website address or any third party's website address, including but not limited to the SEC's website and any websites maintained by the securities commissions or similar regulatory authorities in Canada, do not constitute incorporation by reference of the information contained in those websites and should not be considered part of this document unless otherwise expressly stated.

ITEM 1A. RISK FACTORS

This Annual Report on Form 10-K and the documents incorporated herein by reference contain forward-looking statements based on expectations, estimates, and projections as of the date of this filing. Actual results may differ materially from those expressed in forward-looking statements. See Item 7 of Part II – "Management's Discussion and Analysis of Financial Condition and Results of Operations."

Risk Factors Related to Our Company and Industry

Our industry is highly competitive and includes companies with lower prices, return expectations or other advantages, and governmental service providers, which could adversely affect our ability to compete and our operating results.

Our industry is highly competitive and requires substantial labor and capital resources. Some of the markets in which we compete or will seek to compete are served by one or more large, national companies, as well as by regional and local companies of varying sizes and resources. Some of our competitors may be able to provide or be willing to bid their services at lower prices than we may be willing to offer, which could impact our ability to win new business or retain existing business, including municipal contracts that come up for renewal. We also compete with counties, provinces, municipalities and solid waste districts that maintain or could develop their own waste collection and disposal operations. These operators may have financial advantages over us because of their access to user fees and similar charges, tax revenues and tax-exempt financing. If we are not able to replace revenues from contracts lost through competitive bidding or early termination or from the renegotiation of existing contracts with other revenues within a reasonable time, our revenues could decline. In addition, existing and future competitors may develop or offer new services or technologies, new facilities or other competitive advantages. Our inability to compete effectively could hinder our growth or negatively impact our operating results.

Report of Independent Registered Public Accounting Firm

Board of Directors and Shareholders
Waste Connections, Inc.

Opinion on the financial statements

We have audited the accompanying consolidated balance sheets of Waste Connections, Inc. (an Ontario, Canada corporation) and subsidiaries (the "Company") as of December 31, 2024 and 2023, the related consolidated statements of net income, comprehensive income, equity, and cash flows for each of the three years in the period ended December 31, 2024, and the related notes and financial statement schedule included under Item 15(a) (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2024, in conformity with accounting principles generally accepted in the United States of America.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the Company's internal control over financial reporting as of December 31, 2024, based on criteria established in the 2013 *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"), and our report dated February 13, 2025 expressed an unqualified opinion.

Basis for opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical audit matters

The critical audit matters communicated below are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Landfill Accounting

As described further in Note 3 to the consolidated financial statements, the net present value of landfill final capping, closure and post-closure liabilities are calculated by estimating the total obligation in current dollars, inflating the

WASTE CONNECTIONS, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(DOLLAR AMOUNTS IN THOUSANDS OF U.S. DOLLARS, EXCEPT PER SHARE, PER TON AND PER GALLON AMOUNTS OR AS OTHERWISE NOTED)

Fair Value of Financial Instruments

The Company's financial instruments consist primarily of cash and equivalents, trade receivables, restricted cash and investments, trade payables, debt instruments, contingent consideration obligations and interest rate swaps. As of December 31, 2024 and 2023, the carrying values of cash and equivalents, trade receivables, restricted cash and investments, trade payables and contingent consideration are considered to be representative of their respective fair values. The carrying values of the Company's debt instruments, excluding certain notes as listed in the table below, approximate their fair values as of December 31, 2024 and 2023, based on current borrowing rates, current remaining average life to maturity and borrower credit quality for similar types of borrowing arrangements, and are classified as Level 2 within the fair value hierarchy. The carrying values and fair values of the Company's debt instruments where the carrying values do not approximate their fair values as of December 31, 2024 and 2023, are as follows:

	Carrying Value at		Fair Value [a] at	
	December 31, 2024	December 31, 2023	December 31, 2024	December 31, 2023
4.25% Senior Notes due 2028	$ 500,000	$ 500,000	$ 488,500	$ 496,800
3.50% Senior Notes due 2029	$ 500,000	$ 500,000	$ 471,450	$ 478,350
4.50% Senior Notes due 2029	$ 347,500	$ —	$ 359,168	$ —
2.60% Senior Notes due 2030	$ 600,000	$ 600,000	$ 536,220	$ 539,460
2.20% Senior Notes due 2032	$ 650,000	$ 650,000	$ 535,275	$ 543,725
3.20% Senior Notes due 2032	$ 500,000	$ 500,000	$ 437,150	$ 450,200
4.20% Senior Notes due 2033	$ 750,000	$ 750,000	$ 696,300	$ 729,600
5.00% Senior Notes due 2034	$ 750,000	$ —	$ 731,625	$ —
3.05% Senior Notes due 2050	$ 500,000	$ 500,000	$ 321,700	$ 362,600
2.95% Senior Notes due 2052	$ 850,000	$ 850,000	$ 528,955	$ 601,460

(a) Senior Notes are classified as Level 2 within the fair value hierarchy. Fair value inputs include third-party calculations of the market interest rate of notes with similar ratings in similar industries over the remaining note terms.

For details on the fair value of the Company's interest rate swaps, restricted cash and investments and contingent consideration, see Note 12.

Derivative Financial Instruments

The Company recognizes all derivatives on the balance sheet at fair value. All of the Company's derivatives have been designated as cash flow hedges; therefore, the gain or loss on the derivatives will be recognized in accumulated other comprehensive income (loss) ("AOCIL") and reclassified into earnings in the same period during which the hedged transaction affects earnings and is presented in the same income statement line item as the earnings effect of the hedged item. The Company classifies cash inflows and outflows from derivatives within operating activities on the statement of cash flows.

One of the Company's objectives for utilizing derivative instruments is to reduce its exposure to fluctuations in cash flows due to changes in the variable interest rates of certain borrowings under the Revolving Credit Agreement (defined below). The Company's strategy to achieve that objective involves entering into interest rate swaps. The interest rate swaps outstanding at December 31, 2024 were specifically designated to the Revolving Credit Agreement and accounted for as cash flow hedges.

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At December 31, 2024, the Company's derivative instruments included four interest rate swap agreements as follows:

Date Entered	Notional Amount	Fixed Interest Rate Paid [a]	Variable Interest Rate Received	Effective Date [b]	Expiration Date
August 2017	$ 200,000	2.1230 %	1-month Term SOFR	November 2022	October 2025
June 2018	$ 200,000	2.8480 %	1-month Term SOFR	November 2022	October 2025
June 2018	$ 200,000	2.8284 %	1-month Term SOFR	November 2022	October 2025
December 2018	$ 200,000	2.7715 %	1-month Term SOFR	November 2022	July 2027

(a) Plus applicable margin.
(b) In October 2022, the Company amended the reference rate in all of its outstanding interest rate swap contracts to replace One-Month LIBOR with One-Month Term SOFR and certain credit spread adjustments. The Company did not record any gains or losses upon the conversion of the reference rates in these interest rate swap contracts, and the Company believes these amendments will not have a material impact on its Consolidated Financial Statements.

The fair values of derivative instruments designated as cash flow hedges at December 31, 2024, were as follows:

Derivatives Designated as Cash Flow Hedges	Asset Derivatives		Liability Derivatives	
	Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value
Interest rate swaps	Prepaid expenses and other current assets[a]	$ 10,545	Accrued liabilities	$ —
	Other assets, net	3,384		
Total derivatives designated as cash flow hedges		$ 13,929		$ —

(a) Represents the estimated amount of the existing unrealized gains on interest rate swaps as of December 31, 2024 (based on the interest rate yield curve at that date), included in AOCIL expected to be reclassified into pre-tax earnings within the next 12 months. The actual amounts reclassified into earnings are dependent on future movements in interest rates.

The fair values of derivative instruments designated as cash flow hedges as of December 31, 2023, were as follows:

Derivatives Designated as Cash Flow Hedges	Asset Derivatives		Liability Derivatives	
	Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value
Interest rate swaps	Prepaid expenses and other current assets	$ 15,842	Accrued liabilities	$ —
	Other assets, net	6,945		
Total derivatives designated as cash flow hedges		$ 22,787		$ —

The following table summarizes the impact of the Company's cash flow hedges on the results of operations, comprehensive income (loss) and AOCIL for the years ended December 31, 2024, 2023 and 2022:

Derivatives Designated as Cash Flow Hedges	Amount of Gain or (Loss) Recognized as AOCIL on Derivatives, Net of Tax [a]			Statement of Net Income Classification	Amount of (Gain) or Loss Reclassified from AOCIL into Earnings, Net of Tax [b]		
	Years Ended December 31,				Years Ended December 31,		
	2024	2023	2022		2024	2023	2022
Interest rate swaps	$ 8,531	$ 7,782	$ 56,107	Interest expense	$ (15,043)	$ (14,411)	$ 4,815

(a) In accordance with the derivatives and hedging guidance, the changes in fair values of interest rate swaps have been recorded in equity as a component of AOCIL. As the critical terms of the interest rate swaps match the underlying debt being hedged, all unrealized changes in fair value are recorded in AOCIL.
(b) Amounts reclassified from AOCIL into earnings related to realized gains and losses on interest rate swaps are recognized when interest payments or receipts occur related to the swap contracts, which correspond to when interest payments are made on the Company's hedged debt.

See Note 15 for further discussion on the impact of the Company's hedge accounting to its consolidated comprehensive income (loss) and AOCIL.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
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Income Taxes

Deferred tax assets and liabilities are determined based on differences between the financial reporting and income tax bases of assets and liabilities and are measured using the enacted tax rates and laws that are expected to be in effect when the differences are expected to reverse. The Company records valuation allowances to reduce net deferred tax assets to the amount considered more likely than not to be realized.

The Company is required to evaluate whether the tax positions taken on its income tax returns will more likely than not be sustained upon examination by the appropriate taxing authority. If the Company determines that such tax positions will not be sustained, it records a liability for the related unrecognized tax benefits. The Company classifies its liability for unrecognized tax benefits as a current liability to the extent it anticipates making a payment within one year.

The Company uses the flow-through method to account for investment tax credits earned on eligible development expenditures. Under this method, the investment tax credits are recognized as a reduction to income tax expense in the year they are earned.

Share-Based Compensation

Under the 2020 Employee Share Purchase Plan (the "ESPP"), participants will be granted an option to purchase Company common shares on the first business day of each offering period, with such option to be automatically exercised on the last business day of such offering period to purchase a whole number of the Company's common shares determined by dividing the accumulated payroll deductions in the participant's notional account on such exercise date by the applicable exercise price. The exercise price is equal to 95% of the closing price of the Company's common shares on the last day of the relevant offering period; provided, however, that such exercise price will not be less than 85% of the volume weighted average price of the Company's common shares as reflected on the Toronto Stock Exchange (the "TSX") over the final five trading days of the offering period.

The fair value of restricted share unit ("RSU") awards is determined based on the number of RSUs granted and the closing price of the common shares in the capital of the Company adjusted for future dividends. The fair value of deferred share unit ("DSU") awards is determined based on the number of DSUs granted and the closing price of the common shares in the capital of the Company.

Compensation expense associated with outstanding performance-based restricted share unit ("PSU") awards is measured using the fair value of the Company's common shares adjusted for future dividends and is based on the estimated achievement of the established performance criteria at the end of each reporting period until the performance period ends, recognized ratably over the performance period. Compensation expense is only recognized for those awards that the Company expects to vest, which it estimates based upon an assessment of the probability that the performance criteria will be achieved.

All share-based compensation cost is measured at the grant date, based on the estimated fair value of the award adjusted for future dividends, and is recognized on a straight-line basis as expense over the employee's requisite service period. The Company recognizes gross share compensation expense with actual forfeitures as they occur.

Warrants are valued using the Black-Scholes pricing model with a contractual life of five years, a risk free interest rate based on the 5-year U.S. treasury yield curve and expected volatility. The Company uses the historical volatility of its common shares over a period equivalent to the contractual life of the warrants to estimate the expected volatility. The fair market value of warrants issued to consultants for acquisitions are recorded immediately as share-based compensation expense.

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Share-based compensation expense recognized during the years ended December 31, 2024, 2023 and 2022, was $77,885 ($58,203 net of taxes), $70,436 ($52,708 net of taxes) and $63,485 ($47,503 net of taxes), respectively. This share-based compensation expense includes RSUs, PSUs, DSUs, share option and warrant expense. The share-based compensation expense totals include amounts associated with the Progressive Waste share-based compensation plans, continued by the Company following the Progressive Waste acquisition, which allow for the issuance of shares or cash settlement to employees upon vesting. The Company records share-based compensation expense in Selling, general and administrative expenses in the Consolidated Statements of Net Income. The total unrecognized compensation cost at December 31, 2024, related to unvested RSU awards was $83,706 and this future expense will be recognized over the remaining vesting period of the RSU awards, which extends to 2028. The weighted average remaining vesting period of the RSU awards is 1.2 years. The total unrecognized compensation cost at December 31, 2024, related to unvested PSU awards was $14,877 and this future expense will be recognized over the remaining vesting period of the PSU awards, which extends to 2027. The weighted average remaining vesting period of PSU awards is 1.1 years.

Other Share-Based Awards

As of December 31, 2024, 2023 and 2022, the Company had a liability of $8,068, $8,060 and $8,042, respectively, representing the December 31, 2024, 2023 and 2022 fair values, respectively, of outstanding Progressive Waste restricted share units which are expected to be cash settled. All remaining unvested Progressive Waste restricted share units vested during the year ended December 31, 2019.

Per Share Information

Basic net income per share attributable to holders of the Company's common shares is computed using the weighted average number of common shares outstanding and vested and unissued restricted share units deferred for issuance into the deferred compensation plan. Diluted net income per share attributable to holders of the Company's common shares is computed using the weighted average number of common and potential common shares outstanding. Potential common shares are excluded from the computation if their effect is anti-dilutive.

Advertising Costs

Advertising costs are expensed as incurred. Advertising expense for the years ended December 31, 2024, 2023 and 2022, was $9,197, $9,097 and $8,335, respectively, which is included in Selling, general and administrative expense in the Consolidated Statements of Net Income.

Insurance Liabilities

As a result of its insurance policies, the Company is effectively self-insured for automobile liability, general liability, employer's liability, environmental liability, cyber liability, employment practices liability, and directors' and officers' liability as well as for employee group health insurance, property and workers' compensation. The Company's insurance accruals are based on claims filed and estimates of claims incurred but not reported and are developed by the Company's management with assistance from its third-party actuary and its third-party claims administrator. The insurance accruals are influenced by the Company's past claims experience factors and by published industry development factors. At December 31, 2024 and 2023, the Company's total accrual for self-insured liabilities was $243,764 and $183,546, respectively, which is included in Accrued liabilities in the Consolidated Balance Sheets. For the years ended December 31, 2024, 2023 and 2022, the Company recognized $323,760, $261,589 and $204,347, respectively, of self-insurance expense which is included in Cost of operations and Selling, general and administrative expense in the Consolidated Statements of Net Income.

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(DOLLAR AMOUNTS IN THOUSANDS OF U.S. DOLLARS, EXCEPT PER SHARE, PER TON AND PER GALLON AMOUNTS OR AS OTHERWISE NOTED)

4. USE OF ESTIMATES AND ASSUMPTIONS

In preparing the Company's consolidated financial statements, several estimates and assumptions are made that affect the accounting for and recognition of assets, liabilities, revenues and expenses. These estimates and assumptions must be made because certain of the information that is used in the preparation of the Company's consolidated financial statements is dependent on future events, cannot be calculated with a high degree of precision from data available or is simply not capable of being readily calculated based on generally accepted methodologies. In some cases, these estimates are particularly difficult to determine and the Company must exercise significant judgment. The most difficult, subjective and complex estimates and the assumptions that deal with the greatest amount of uncertainty are related to the Company's accounting for landfills, self-insurance accruals, income taxes, allocation of acquisition purchase price, contingent consideration accruals and asset impairments. An additional area that involves estimation is when the Company estimates the amount of potential exposure it may have with respect to litigation, claims and assessments in accordance with the accounting guidance on contingencies. Actual results for all estimates could differ materially from the estimates and assumptions that the Company uses in the preparation of its consolidated financial statements.

5. PREPAID EXPENSES AND OTHER CURRENT ASSETS

Prepaid expenses and other current assets consist of the following:

	December 31,	
	2024	2023
Income taxes receivable	$ 37,599	$ 28,124
Parts and supplies	71,156	61,673
Prepaid insurance	40,014	26,607
Unrealized cash flow hedge gains	10,545	15,842
Prepaid licenses and permits	14,141	13,898
Other	56,064	60,289
	$ 229,519	$ 206,433

6. PROPERTY AND EQUIPMENT, NET

Property and equipment, net consists of the following:

	December 31,	
	2024	2023
Landfill site costs	$ 5,778,483	$ 5,507,596
Rolling stock	3,428,765	3,084,623
Land, buildings and improvements	2,328,287	1,807,719
Containers	1,364,624	1,277,594
Machinery and equipment	1,539,394	1,222,792
Construction in progress	191,404	167,025
	14,630,957	13,067,349
Less accumulated depreciation and depletion	(6,595,028)	(5,839,018)
	$ 8,035,929	$ 7,228,331

Machinery and equipment included $8,956 and $9,762, at December 31, 2024 and 2023, respectively, of equipment assets accounted for as finance leases. The Company's landfill depletion expense, recorded in Depreciation in the Consolidated Statements of Net Income, for the years ended December 31, 2024, 2023 and 2022, was $289,696, $254,633 and $232,251, respectively.

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7. LEASES

The Company rents certain equipment and facilities under short-term agreements, non-cancelable operating lease agreements and finance leases. The Company determines if an arrangement is or contains a lease at contract inception. The Company recognizes a right-of-use ("ROU") asset and a lease liability at the lease commencement date. The lease liability is initially measured at the present value of the unpaid lease payments at the lease commencement date.

Key estimates and judgments include how the Company determines (1) the discount rate it uses to discount the unpaid lease payments to present value, (2) lease term and (3) lease payments.

The lease guidance requires a lessee to discount its unpaid lease payments using the interest rate implicit in the lease or, if that rate cannot be readily determined, its incremental borrowing rate. Generally, the Company cannot determine the interest rate implicit in the lease because it does not have access to the lessor's estimated residual value or the amount of the lessor's deferred initial direct costs. Therefore, the Company generally uses its incremental borrowing rate as the discount rate for the lease. The Company's incremental borrowing rate for a lease is the rate of interest it would have to pay on a collateralized basis to borrow an amount equal to the lease payments under similar terms.

The lease term for the Company's leases includes the noncancelable period of the lease, plus any additional periods covered by either a Company option to extend (or not to terminate) the lease that the Company is reasonably certain to exercise, or an option to extend (or not to terminate) the lease controlled by the lessor.

Lease payments included in the measurement of the lease liability comprise fixed payments or variable lease payments. The variable lease payments take into account annual changes in the consumer price index and common area maintenance charges, if known.

ROU assets for operating and finance leases are periodically reviewed for impairment losses. The Company uses the long-lived asset impairment guidance in ASC Subtopic 360-10, Property, Plant, and Equipment – Overall, to determine whether an ROU asset is impaired, and if so, the amount of the impairment loss to recognize. The Company did not recognize an impairment charge for any of its ROU assets during the years ended December 31, 2024, 2023 and 2022.

The Company monitors for events or changes in circumstances that require a reassessment of one of its leases. When a reassessment results in the remeasurement of a lease liability, a corresponding adjustment is made to the carrying amount of the corresponding ROU asset. The Company did not recognize any significant remeasurements during the years ended December 31, 2024, 2023 and 2022.

The Company has elected not to recognize ROU assets and lease liabilities for short-term leases that have a lease term of 12 months or less. The Company has elected to apply the short-term lease recognition and measurement exemption allowed for in the lease accounting standard. The Company recognizes the lease payments associated with its short-term leases as an expense on a straight-line basis over the lease term.

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Lease cost for operating and finance leases for the years ended December 31, 2024, 2023 and 2022 were as follows:

	Years Ended December 31,		
	2024	2023	2022
Operating lease cost	$ 53,329	$ 47,840	$ 41,891
Finance lease cost:			
Amortization of leased assets	3,375	2,852	2,484
Interest on leased liabilities	273	228	219
Total lease cost	$ 56,977	$ 50,920	$ 44,594

Supplemental cash flow information and non-cash activity related to the Company's leases are as follows:

	Years Ended December 31,		
	2024	2023	2022
Cash paid for amounts included in the measurement of lease liabilities:			
Operating cash flows from operating leases	$ 50,837	$ 46,688	$ 40,782
Operating cash flows from finance leases	$ 273	$ 228	$ 219
Financing cash flows from finance leases	$ 3,356	$ 2,817	$ 2,427
Non-cash activity:			
Right-of-use assets obtained in exchange for lease liabilities - operating leases	$ 62,922	$ 92,503	$ 63,648
Right-of-use assets obtained in exchange for lease liabilities - finance leases	$ 2,569	$ 1,388	$ 3,369

Weighted-average remaining lease term and discount rate for the Company's leases are as follows:

	Years Ended December 31,		
	2024	2023	2022
Weighted average remaining lease term - operating leases	9.7 years	10.9 years	8.9 years
Weighted average remaining lease term - finance leases	2.8 years	3.4 years	4.2 years
Weighted average discount rate - operating leases	4.34 %	4.04 %	2.93 %
Weighted average discount rate - finance leases	2.99 %	2.36 %	1.96 %

As of December 31, 2024, future minimum lease payments, reconciled to the respective lease liabilities, are as follows:

	Operating Leases	Finance Leases
2025	$ 53,080	$ 3,870
2026	50,343	3,284
2027	46,834	1,858
2028	39,682	540
2029	32,950	126
Thereafter	170,462	—
Minimum lease payments	393,351	9,678
Less: imputed interest	(80,754)	(431)
Present value of minimum lease payments	312,597	9,247
Less: current portion of lease liabilities	(40,490)	(3,631)
Long-term portion of lease liabilities	$ 272,107	$ 5,616

See Note 11 for further information regarding finance leases.

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8. ACQUISITIONS

The Company recognizes, separately from goodwill, the identifiable assets acquired and liabilities assumed at their estimated acquisition date fair values. The Company measures and recognizes goodwill as of the acquisition date as the excess of: (a) the aggregate of the fair value of consideration transferred, the fair value of the noncontrolling interest in the acquiree (if any) and the acquisition date fair value of the Company's previously held equity interest in the acquiree (if any), over (b) the fair value of assets acquired and liabilities assumed. If information about facts and circumstances existing as of the acquisition date is incomplete by the end of the reporting period in which a business combination occurs, the Company will report provisional amounts for the items for which the accounting is incomplete. The measurement period ends once the Company receives the information it was seeking; however, this period will not exceed one year from the acquisition date. Any material adjustments recognized during the measurement period will be reflected prospectively in the period the adjustment is identified in the consolidated financial statements. The Company recognizes acquisition-related transaction costs as expense.

The Company acquired 20 immaterial non-hazardous solid waste collection, transfer, recycling and disposal businesses and four immaterial E&P waste treatment and disposal businesses during the year ended December 31, 2024. The total transaction-related expenses incurred during the year ended December 31, 2024 for these acquisitions were $26,059. These expenses are included in Selling, general and administrative expenses in the Company's Consolidated Statements of Net Income.

The Company acquired 12 immaterial non-hazardous solid waste collection, transfer, recycling and disposal businesses and one immaterial E&P disposal business during the year ended December 31, 2023. The total transaction-related expenses incurred during the year ended December 31, 2023 for these acquisitions were $10,653. These expenses are included in Selling, general and administrative expenses in the Company's Consolidated Statements of Net Income.

The Company acquired 24 immaterial non-hazardous solid waste collection, transfer, recycling and disposal businesses during the year ended December 31, 2022. The total transaction-related expenses incurred during the year ended December 31, 2022 for these acquisitions were $24,933. These expenses are included in Selling, general and administrative expenses in the Company's Consolidated Statements of Net Income.

The results of operations of the acquired businesses have been included in the Company's consolidated financial statements from their respective acquisition dates. The Company expects these acquired businesses to contribute towards the achievement of the Company's strategy to expand through acquisitions. Goodwill acquired is attributable to the synergies and ancillary growth opportunities expected to arise after the Company's acquisition of these businesses.

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The following table summarizes the consideration transferred to acquire these businesses and the amounts of identifiable assets acquired and liabilities assumed at the acquisition dates for the acquisitions consummated in the years ended December 31, 2024, 2023 and 2022:

	2024 Acquisitions	2023 Acquisitions	2022 Acquisitions
Fair value of consideration transferred:			
Cash	$ 2,120,878	$ 676,793	$ 2,206,901
Debt assumed	77,766	76,001	127,136
	2,198,644	752,794	2,334,037
Recognized amounts of identifiable assets acquired and liabilities assumed associated with businesses acquired:			
Accounts receivable	100,995	18,006	49,696
Prepaid expenses and other current assets	13,513	5,025	9,428
Restricted investments	—	5,462	7,469
Operating lease right-of-use assets	24,700	15,364	4,707
Property and equipment	913,729	207,164	1,073,155
Long-term franchise agreements and contracts	159,028	76,401	239,866
Customer lists	214,459	19,719	74,940
Permits and other intangibles	224,728	3,050	187,107
Other assets	1,671	24	243
Accounts payable and accrued liabilities	(27,902)	(14,596)	(56,633)
Current portion of operating lease liabilities	(2,875)	(712)	(1,546)
Deferred revenue	(12,148)	(3,443)	(10,761)
Contingent consideration	(28,885)	(13,450)	(6,642)
Long-term portion of operating lease liabilities	(14,774)	(14,652)	(3,161)
Other long-term liabilities	(67,109)	(10,277)	(6,915)
Deferred income taxes	—	(3,212)	(51,507)
Total identifiable net assets	1,499,130	289,873	1,509,446
Goodwill	$ 699,514	$ 462,921	$ 824,591

Goodwill acquired in 2024, 2023 and 2022 totaling $699,514, $372,671 and $510,755, respectively, is expected to be deductible for tax purposes. The fair value of acquired working capital related to seven immaterial acquisitions completed during the year ended December 31, 2024, is provisional pending receipt of information from the acquirees to support the fair value of the assets acquired and liabilities assumed. Any adjustments recorded relating to finalizing the working capital for these seven acquisitions are not expected to be material to the Company's financial position. The adjustments recorded during the year ended December 31, 2024 relating to finalizing the acquired working capital for the immaterial acquisitions completed during the year ended December 31, 2023 were not material to the Company's financial position.

The gross amount of trade receivables due under contracts acquired during the year ended December 31, 2024, was $106,259, of which $5,264 was expected to be uncollectible. The gross amount of trade receivables due under contracts acquired during the year ended December 31, 2023, was $19,202, of which $1,196 was expected to be uncollectible. The gross amount of trade receivables due under contracts acquired during the year ended December 31, 2022, was $54,332, of which $4,636 was expected to be uncollectible. The Company did not acquire any other class of receivable as a result of the acquisition of these businesses.

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9. INTANGIBLE ASSETS, NET

Intangible assets, exclusive of goodwill, consisted of the following at December 31, 2024:

	Gross Carrying Amount	Accumulated Amortization	Accumulated Impairment Loss	Net Carrying Amount
Finite-lived intangible assets:				
Long-term franchise agreements and contracts	$ 1,104,585	$ (400,674)	$ —	$ 703,911
Customer lists	1,005,355	(693,594)	—	311,761
Permits and other	999,357	(164,239)	(40,784)	794,334
	3,109,297	(1,258,507)	(40,784)	1,810,006
Indefinite-lived intangible assets:				
Solid waste collection and transportation permits	181,613	—	—	181,613
Intangible assets, exclusive of goodwill	$ 3,290,910	$ (1,258,507)	$ (40,784)	$ 1,991,619

The weighted-average amortization period of long-term franchise agreements and contracts acquired during the year ended December 31, 2024 was 14.8 years. The weighted-average amortization period of customer lists acquired during the year ended December 31, 2024 was 10.1 years. The weighted-average amortization period of finite-lived permits and other acquired during the year ended December 31, 2024 was 37.8 years.

Intangible assets, exclusive of goodwill, consisted of the following at December 31, 2023:

	Gross Carrying Amount	Accumulated Amortization	Accumulated Impairment Loss	Net Carrying Amount
Finite-lived intangible assets:				
Long-term franchise agreements and contracts	$ 960,033	$ (343,099)	$ —	$ 616,934
Customer lists	806,257	(606,192)	—	200,065
Permits and other	784,905	(139,192)	(40,784)	604,929
	2,551,195	(1,088,483)	(40,784)	1,421,928
Indefinite-lived intangible assets:				
Solid waste collection and transportation permits	181,613	—	—	181,613
Intangible assets, exclusive of goodwill	$ 2,732,808	$ (1,088,483)	$ (40,784)	$ 1,603,541

Estimated future amortization expense for the next five years relating to finite-lived intangible assets owned as of December 31, 2024 is as follows:

For the year ending December 31, 2025	$ 180,792
For the year ending December 31, 2026	$ 157,827
For the year ending December 31, 2027	$ 137,790
For the year ending December 31, 2028	$ 122,230
For the year ending December 31, 2029	$ 110,584

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10. ACCRUED LIABILITIES

Accrued liabilities consist of the following:

	December 31,	
	2024	2023
Insurance claims and premiums	$ 244,536	$ 184,403
Final capping, closure and post-closure liability	199,736	92,946
Payroll and payroll-related	127,518	108,423
Interest payable	68,455	52,726
Property taxes	17,548	15,545
Environmental remediation reserves	8,808	10,860
Cell processing reserves	2,148	3,246
Transaction-related expenses	1,471	958
Other	66,604	52,321
	$ 736,824	$ 521,428

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11. LONG-TERM DEBT

The following table presents the Company's long-term debt as of December 31, 2024 and 2023:

	December 31,	
	2024	2023
Revolving Credit Agreement, bearing interest ranging from 4.59% to 7.50% [a]	$ 2,164,325	$ —
Revolver under 2021 Revolving and Term Credit Agreement, bearing interest ranging from 6.40% to 8.50% [b]	—	453,245
Term loan under 2021 Revolving and Term Credit Agreement, bearing interest at 6.50% [b]	—	650,000
Term loan under 2022 Term Loan Agreement, bearing interest at 6.44% [b], [c]	—	800,000
4.25% Senior Notes due 2028	500,000	500,000
3.50% Senior Notes due 2029	500,000	500,000
4.50% Senior Notes due 2029	347,500	—
2.60% Senior Notes due 2030	600,000	600,000
2.20% Senior Notes due 2032	650,000	650,000
3.20% Senior Notes due 2032	500,000	500,000
4.20% Senior Notes due 2033	750,000	750,000
5.00% Senior Notes due 2034	750,000	—
3.05% Senior Notes due 2050	500,000	500,000
2.95% Senior Notes due 2052	850,000	850,000
Notes payable to sellers and other third parties, bearing interest ranging from 2.42% to 10.35%, principal and interest payments due periodically with due dates ranging from 2028 to 2044 [a]	30,641	48,774
Finance leases, bearing interest ranging from 1.89% to 5.07%, with lease expiration dates ranging from 2026 to 2029 [a]	9,247	10,034
	8,151,713	6,812,053
Less – current portion	(7,851)	(26,462)
Less – unamortized debt discount and issuance costs	(70,934)	(60,820)
Long-term portion of debt and notes payable	$ 8,072,928	$ 6,724,771

(a) Interest rates represent the interest rates incurred at December 31, 2024.
(b) Interest rates represent the interest rates incurred at December 31, 2023.
(c) Interest rate margin for term loan under 2022 Term Loan Agreement was 1.00% at December 31, 2023.

Revolving Credit Agreement

The Company, as borrower, Bank of America, N.A., acting through its Canada Branch, as the global agent, the swing line lender and a letter of credit issuer, Bank of America, N.A., as the U.S. agent and a letter of credit issuer, and the other lenders and financial institutions from time to time party thereto (the "Lenders") are party to that certain Revolving Credit Agreement, dated as of February 27, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the "Revolving Credit Agreement"), pursuant to which the Lenders provide loans and other credit extensions to the Company under a revolving credit facility. Borrowings under the Revolving Credit Agreement are unsecured and there are no subsidiary guarantors under the Revolving Credit Agreement.

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The Revolving Credit Agreement (i) has a scheduled maturity date of February 27, 2029 (subject to certain extension mechanics therein by which the Company may request two additional one-year maturity date extensions), (ii) provides for revolving advances up to an aggregate principal amount of $3,000,000 at any one time outstanding (subject to satisfaction of certain conditions at the time advances are made) and (iii) provides for, at the Company's discretion, flexibility for an uncommitted upsize of the aggregate principal amount by up to $1,000,000 (to an aggregate principal amount of up to $4,000,000). As of December 31, 2024, there are no commitments by lenders for any such increases in aggregate principal amount of revolving advances described in the preceding sentence. The Revolving Credit Agreement provides for letters of credit in an aggregate amount not to exceed $320,000 and swing line loans in an aggregate amount not to exceed $100,000, in each case, to be issued at the request of the Company subject to the terms therein and with such sublimits included in the aggregate commitments of the credit facility. The Company has $4,401 of debt issuance costs related to the revolver under the Revolving Credit Agreement recorded in Other assets, net in the Consolidated Balance Sheets at December 31, 2024, which are being amortized through the maturity date, or February 27, 2029.

Advances are available under the Revolving Credit Agreement in U.S. dollars and Canadian dollars. Interest accrues on revolving advances, at the Company's option, (i) at a term rate based on the Secured Overnight Financing Rate as administered by the Federal Reserve Bank of New York (or a successor administrator thereof) ("term SOFR") or a base rate for U.S. dollar borrowings, plus an applicable margin, and (ii) at a term rate based on the Canadian Overnight Repo Rate Average as administered and published by the Bank of Canada (or a successor administrator thereof) ("term CORRA") or at the Canadian prime rate for Canadian dollar borrowings, plus an applicable margin. Interest for term SOFR loans has a credit spread adjustment of 0.10% for all applicable interest periods and interest for term CORRA loans has a credit spread adjustment of 0.29547% for an interest period of one month's duration and 0.32138% for an interest period of three months' duration. Fees for letters of credit in U.S. dollars and Canadian dollars are also based on the applicable margin. The applicable margin used in connection with interest rates and fees is based on the debt rating of the Company's public non-credit-enhanced, senior unsecured long-term debt (the "Debt Rating"). The applicable margin for term SOFR loans, term CORRA loans and letter of credit fees ranges from 0.750% to 1.250%, and the applicable margin for U.S. base rate loans, Canadian prime rate loans and swing line loans ranges from 0.00% to 0.250%. The Company will also pay a commitment fee based on the Debt Rating on the actual daily unused amount of the aggregate revolving commitments ranging from 0.065% to 0.150%.

The Revolving Credit Agreement contains customary representations, warranties, covenants and events of default, including, among others, a change of control event of default and limitations on the incurrence of indebtedness and liens, new lines of business, mergers, transactions with affiliates and burdensome agreements. During the continuance of an event of default, the Lenders may take a number of actions, including, among others, declaring the entire amount then outstanding under the Revolving Credit Agreement to be due and payable.

The Revolving Credit Agreement includes a financial covenant limiting, as of the last day of each fiscal quarter, the ratio of (a) Consolidated Total Funded Debt (as defined in the Revolving Credit Agreement) as of such date to (b) Consolidated EBITDA (as defined in the Revolving Credit Agreement), measured for the preceding 12 months, to not more than 3.75 to 1.00 (or 4.25 to 1.00 during material acquisition periods, subject to certain limitations). As of December 31, 2024, the Company was in compliance with all applicable covenants in the Revolving Credit Agreement.

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Details of the Revolving Credit Agreement at December 31, 2024 and details of the 2021 Revolving and Term Credit Agreement (as defined below) at December 31, 2023 are as follows:

	December 31, 2024	December 31, 2023
Revolver		
Available	$ 778,374	$ 1,357,013
Letters of credit outstanding	$ 57,301	$ 39,742
Total amount drawn, as follows:	$ 2,164,325	$ 453,245
Amount drawn – U.S. Term SOFR rate loan	$ 800,000	$ 90,000
Interest rate applicable – U.S. Term SOFR rate loan	5.65 %	6.46 %
Interest rate margin – U.S. Term SOFR rate loan	1.00 %	1.00 %
Amount drawn – U.S. Term SOFR rate loan	$ 500,000	$ 150,000
Interest rate applicable – U.S. Term SOFR rate loan	5.69 %	6.50 %
Interest rate margin – U.S. Term SOFR rate loan	1.00 %	1.00 %
Amount drawn – U.S. Term SOFR rate loan	$ 50,000	$ —
Interest rate applicable – U.S. Term SOFR rate loan	5.46 %	— %
Interest rate margin – U.S. Term SOFR rate loan	1.00 %	— %
Amount drawn – U.S. base rate loan	$ 95,000	$ 28,000
Interest rate applicable – U.S. base rate loan	7.50 %	8.50 %
Interest rate margin – U.S. base rate loan	— %	— %
Amount drawn – Canadian Term CORRA loan	$ 590,750	$ —
Interest rate applicable - Canadian term CORRA loan	5.24 %	— %
Interest rate margin – Canadian term CORRA loan	1.00 %	— %
Amount drawn – Canadian Term CORRA loan	$ 86,875	$ —
Interest rate applicable - Canadian term CORRA loan	4.59 %	— %
Interest rate margin – Canadian term CORRA loan	1.00 %	— %
Amount drawn – Canadian prime rate loan	$ 41,700	$ 15,122
Interest rate applicable - Canadian prime rate loan	5.45 %	7.20 %
Interest rate margin – Canadian prime rate loan	— %	— %
Amount drawn – Canadian bankers' acceptance	$ —	$ 153,111
Interest rate applicable – Canadian bankers' acceptance	— %	6.46 %
Interest rate acceptance fee – Canadian bankers' acceptance	— %	1.00 %
Amount drawn – Canadian bankers' acceptance	$ —	$ 17,012
Interest rate applicable – Canadian bankers' acceptance	— %	6.40 %
Interest rate acceptance fee – Canadian bankers' acceptance	— %	1.00 %
Commitment – rate applicable	0.09 %	0.09 %
Term loan		
Amount drawn – U.S. Term SOFR rate loan	$ —	$ 650,000
Interest rate applicable – U.S. Term SOFR rate loan	— %	6.50 %
Interest rate margin – U.S. Term SOFR rate loan	— %	1.00 %

In addition to the $57,301 of letters of credit at December 31, 2024 issued and outstanding under the Revolving Credit Agreement, the Company has issued and outstanding letters of credit totaling $113,385 under facilities other than the Revolving Credit Agreement.

2021 Revolving Credit and Term Loan Agreement

On February 27, 2024, the Company used a portion of the proceeds from borrowings under the Revolving Credit Agreement to (i) prepay the amounts outstanding under that certain Second Amended and Restated Revolving Credit and Term Loan Agreement, dated as of July 30, 2021 (as amended, restated, supplemented or otherwise modified from time

to time, the "2021 Revolving and Term Credit Agreement"), among the Company, as borrower, Bank of America, N.A., acting through its Canada Branch, as the global agent, the swing line lender and a letter of credit issuer, Bank of America, N.A., as the U.S. agent and a letter of credit issuer, and the lenders and any other financial institutions from time to time party thereto and (ii) terminate the 2021 Revolving and Term Credit Agreement and the loan documents associated therewith.

2022 Term Loan Agreement

On February 27, 2024, the Company used a portion of the proceeds from borrowings under the Revolving Credit Agreement to (i) prepay the amounts outstanding under that certain Term Loan Agreement, dated as of October 31, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "2022 Term Loan Agreement"), among the Company, as borrower, Bank of America, N.A., as administrative agent, and the lenders and any other financial institutions from time to time party thereto and (ii) terminate the 2022 Term Loan Agreement and the loan documents associated therewith.

Senior Notes

On November 16, 2018, the Company completed an underwritten public offering of $500,000 aggregate principal amount of 4.25% Senior Notes due December 1, 2028 (the "2028 Senior Notes"). The 2028 Senior Notes were issued under the Indenture, dated as of November 16, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Indenture"), by and between the Company and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented through the First Supplemental Indenture, dated as of November 16, 2018. The Company is amortizing $5,792 of debt issuance costs through the maturity date of the 2028 Senior Notes. The Company may redeem some or all of the 2028 Senior Notes at its option prior to September 1, 2028 (three months before the maturity date) at any time and from time to time at a redemption price equal to the greater of 100% of the principal amount of the 2028 Senior Notes redeemed, or the sum of the present values of the remaining scheduled payments of principal and interest on the 2028 Senior Notes redeemed, plus accrued and unpaid interest to, but excluding, the redemption date. Commencing on September 1, 2028 (three months before the maturity date), the Company may redeem some or all of the 2028 Senior Notes, at any time and from time to time, at a redemption price equal to the principal amount of the 2028 Senior Notes being redeemed plus accrued and unpaid interest to, but excluding, the redemption date.

On April 16, 2019, the Company completed an underwritten public offering of $500,000 aggregate principal amount of 3.50% Senior Notes due May 1, 2029 (the "2029 Senior Notes"). The 2029 Senior Notes were issued under the Indenture, as supplemented through the Second Supplemental Indenture, dated as of April 16, 2019. The Company is amortizing $5,954 of debt issuance costs through the maturity date of the 2029 Senior Notes. The Company may redeem some or all of the 2029 Senior Notes at its option prior to February 1, 2029 (three months before the maturity date) at any time and from time to time at a redemption price equal to the greater of 100% of the principal amount of the 2029 Senior Notes redeemed, or the sum of the present values of the remaining scheduled payments of principal and interest on the 2029 Senior Notes redeemed, plus accrued and unpaid interest to, but excluding, the redemption date. Commencing on February 1, 2029 (three months before the maturity date), the Company may redeem some or all of the 2029 Senior Notes, at any time and from time to time, at a redemption price equal to the principal amount of the 2029 Senior Notes being redeemed plus accrued and unpaid interest to, but excluding, the redemption date.

On January 23, 2020, the Company completed an underwritten public offering of $600,000 aggregate principal amount of 2.60% Senior Notes due February 1, 2030 (the "2030 Senior Notes"). The 2030 Senior Notes were issued under the Indenture, as supplemented through the Third Supplemental Indenture, dated as of January 23, 2020. The Company is amortizing $5,435 of debt issuance costs through the maturity date of the 2030 Senior Notes. The Company may redeem some or all of the 2030 Senior Notes at its option prior to November 1, 2029 (three months before the maturity date) at any time and from time to time at a redemption price equal to the greater of 100% of the principal amount of the 2030 Senior Notes redeemed, or the sum of the present values of the remaining scheduled payments of principal and interest on the 2030 Senior Notes redeemed, plus accrued and unpaid interest to, but excluding, the redemption date. Commencing

on November 1, 2029 (three months before the maturity date), the Company may redeem some or all of the 2030 Senior Notes, at any time and from time to time, at a redemption price equal to the principal amount of the 2030 Senior Notes being redeemed plus accrued and unpaid interest to, but excluding, the redemption date.

On March 13, 2020, the Company completed an underwritten public offering of $500,000 aggregate principal amount of 3.05% Senior Notes due April 1, 2050 (the "2050 Senior Notes"). The 2050 Senior Notes were issued under the Indenture, as supplemented through the Fourth Supplemental Indenture, dated as of March 13, 2020. The Company is amortizing a $7,375 debt discount and $5,682 of debt issuance costs through the maturity date of the 2050 Senior Notes. The Company may redeem some or all of the 2050 Senior Notes at its option prior to October 1, 2049 (six months before the maturity date) at any time and from time to time at a redemption price equal to the greater of 100% of the principal amount of the 2050 Senior Notes redeemed, or the sum of the present values of the remaining scheduled payments of principal and interest on the 2050 Senior Notes redeemed, plus accrued and unpaid interest to, but excluding, the redemption date. Commencing on October 1, 2049 (six months before the maturity date), the Company may redeem some or all of the 2050 Senior Notes, at any time and from time to time, at a redemption price equal to the principal amount of the 2050 Senior Notes being redeemed plus accrued and unpaid interest to, but excluding, the redemption date.

On September 20, 2021, the Company completed an underwritten public offering (the "Offering") of $650,000 aggregate principal amount of 2.20% Senior Notes due January 15, 2032 (the "2032 Senior Notes") and $850,000 aggregate principal amount of 2.95% Senior Notes due January 15, 2052 (the "2052 Senior Notes"). The 2032 Senior Notes and the 2052 Senior Notes were issued under the Indenture, as supplemented through the Fifth Supplemental Indenture, dated as of September 20, 2021. The Company is amortizing a $1,066 debt discount and $5,979 of debt issuance costs through the maturity date of the 2032 Senior Notes and a $12,742 debt discount and $9,732 of debt issuance costs through the maturity date of the 2052 Senior Notes. The Company may, prior to October 15, 2031 (three months before the maturity date), redeem some or all of the 2032 Senior Notes, at any time and from time to time, at a redemption price equal to the greater of 100% of the principal amount of the 2032 Senior Notes redeemed, or the sum of the present values of the remaining scheduled payments of principal and interest on the 2032 Senior Notes redeemed. Commencing on October 15, 2031 (three months before the maturity date), the Company may redeem some or all of the 2032 Senior Notes, at any time and from time to time, at a redemption price equal to the principal amount of the 2032 Senior Notes being redeemed plus accrued and unpaid interest to, but excluding, the redemption date. The Company may, prior to July 15, 2051 (six months before the maturity date), redeem some or all of the 2052 Senior Notes, at any time and from time to time, at a redemption price equal to the greater of 100% of the principal amount of the 2052 Senior Notes redeemed, or the sum of the present values of the remaining scheduled payments of principal and interest on the 2052 Senior Notes redeemed. Commencing on July 15, 2051 (six months before the maturity date), the Company may redeem some or all of the 2052 Senior Notes, at any time and from time to time, at a redemption price equal to the principal amount of the 2052 Senior Notes being redeemed plus accrued and unpaid interest to, but excluding, the redemption date.

On March 9, 2022, the Company completed an underwritten public offering of $500,000 aggregate principal amount of 3.20% Senior Notes due June 1, 2032 (the "New 2032 Senior Notes"). The New 2032 Senior Notes were issued under the Indenture, as supplemented through the Sixth Supplemental Indenture, dated as of March 9, 2022. The Company is amortizing a $375 debt discount and $4,668 of debt issuance costs through the maturity date of the New 2032 Senior Notes. The Company may redeem some or all of the New 2032 Senior Notes at its option prior to March 1, 2032 (three months before the maturity date) (the "New 2032 Senior Notes Par Call Date"), at any time and from time to time at a redemption price equal to the greater of 100% of the principal amount of the New 2032 Senior Notes redeemed, or the sum of the present values of the remaining scheduled payments of principal and interest on the New 2032 Senior Notes redeemed discounted to the redemption date (assuming the New 2032 Senior Notes matured on the New 2032 Senior Notes Par Call Date), plus, in either case, accrued and unpaid interest thereon to the redemption date. Commencing on March 1, 2032 (three months before the maturity date), the Company may redeem some or all of the New 2032 Senior Notes, at any time and from time to time, at a redemption price equal to the principal amount of the New 2032 Senior Notes being redeemed plus accrued and unpaid interest thereon to the redemption date.

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On August 18, 2022, the Company completed an underwritten public offering of $750,000 aggregate principal amount of 4.20% Senior Notes due January 15, 2033 (the "2033 Senior Notes"). The 2033 Senior Notes were issued under the Indenture, as supplemented through the Seventh Supplemental Indenture, dated as of August 18, 2022. The Company is amortizing a $2,040 debt discount and $6,878 of debt issuance costs through the maturity date of the 2033 Senior Notes. The Company may redeem some or all of the 2033 Senior Notes at its option prior to October 15, 2032 (three months before the maturity date) (the "2033 Senior Notes Par Call Date"), at any time and from time to time at a redemption price equal to the greater of 100% of the principal amount of the 2033 Senior Notes redeemed, or the sum of the present values of the remaining scheduled payments of principal and interest on the 2033 Senior Notes redeemed discounted to the redemption date (assuming the 2033 Senior Notes matured on the 2033 Senior Notes Par Call Date), plus, in either case, accrued and unpaid interest thereon to the redemption date. Commencing on October 15, 2032 (three months before the maturity date), the Company may redeem some or all of the 2033 Senior Notes, at any time and from time to time, at a redemption price equal to the principal amount of the 2033 Senior Notes being redeemed plus accrued and unpaid interest thereon to the redemption date.

On February 21, 2024, the Company completed an underwritten public offering of $750,000 aggregate principal amount of 5.00% Senior Notes due March 1, 2034 (the "2034 Senior Notes"). The 2034 Senior Notes were issued under an Indenture, as supplemented by the Eighth Supplemental Indenture, dated as of February 21, 2024. The Company is amortizing a $8,738 debt discount and $6,978 of debt issuance costs through the maturity date of the 2034 Senior Notes. The Company may, prior to December 1, 2033 (three months before the maturity date) (the "2034 Senior Notes Par Call Date"), redeem some or all of the 2034 Senior Notes, at any time and from time to time, at a redemption price equal to the greater of 100% of the principal amount of the 2034 Senior Notes redeemed, or the sum of the present values of the remaining scheduled payments of principal and interest on the 2034 Senior Notes redeemed discounted to the redemption date (assuming the 2034 Senior Notes matured on the 2034 Senior Notes Par Call Date), plus, in either case, accrued and unpaid interest thereon to the redemption date. Commencing on December 1, 2033 (three months before the maturity date), the Company may redeem some or all of the 2034 Senior Notes, at any time and from time to time, at a redemption price equal to the principal amount of the 2034 Senior Notes being redeemed plus accrued and unpaid interest thereon to the redemption date.

On June 13, 2024, the Company completed an underwritten public offering of CAD $500,000,000 aggregate principal amount of 4.50% Senior Notes due June 14, 2029 (the "New 2029 Senior Notes" and, together with the 2028 Senior Notes, the 2029 Senior Notes, the 2030 Senior Notes, the 2032 Senior Notes, the New 2032 Senior Notes, the 2033 Senior Notes, the 2034 Senior Notes, the 2050 Senior Notes and the 2052 Senior Notes, the "Senior Notes"). The New 2029 Senior Notes were issued under the Indenture, as supplemented by the Ninth Supplemental Indenture, dated as of June 13, 2024. The Company is amortizing a $245 debt discount and $2,656 of debt issuance costs through the maturity date of the New 2029 Senior Notes. The Company may, prior to May 14, 2029 (one month before the maturity date) (the "New 2029 Senior Notes Par Call Date"), redeem some or all of the New 2029 Senior Notes, at any time and from time to time, at a redemption price equal to the greater of 100% of the principal amount of the New 2029 Senior Notes redeemed, and the sum of the present values of the remaining scheduled payments of principal and interest (not including any portion of the payments of interest accrued as of the date of redemption) on the New 2029 Senior Notes redeemed discounted to the redemption date (assuming the New 2029 Senior Notes matured on the New 2029 Senior Notes Par Call Date), plus, in either case, accrued and unpaid interest, if any, thereon to, but excluding, the redemption date. Commencing on May 14, 2029 (one month before the maturity date), the Company may redeem some or all of the New 2029 Senior Notes, at any time and from time to time, at a redemption price equal to the principal amount of the New 2029 Senior Notes being redeemed plus accrued and unpaid interest thereon, but excluding, to the redemption date.

The Company pays interest on the Senior Notes semi-annually in arrears. The Senior Notes are the Company's senior unsecured obligations, ranking equally in right of payment with its existing and future unsubordinated debt and senior to any of its future subordinated debt. The Senior Notes are not guaranteed by any of the Company's subsidiaries.

Under certain circumstances, the Company may become obligated to pay additional amounts (the "Additional Amounts") with respect to the Senior Notes to ensure that the net amounts received by each holder of the Senior Notes

will not be less than the amount such holder would have received if withholding taxes or deductions were not incurred on a payment under or with respect to the Senior Notes. If such payment of Additional Amounts is a result of a change in the laws or regulations, including a change in any official position, the introduction of an official position or a holding by a court of competent jurisdiction, of any jurisdiction from or through which payment is made by or on behalf of the Senior Notes having power to tax, and the Company cannot avoid such payments of Additional Amounts through reasonable measures, then the Company may redeem the applicable series of the Senior Notes then outstanding at a redemption price equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to, but excluding, the redemption date (subject to the right of holders of record on the relevant record date to receive interest due on an interest payment date that is on or prior to the redemption date).

If the Company experiences certain kinds of changes of control, each holder of the Senior Notes may require the Company to repurchase all or a portion of the Senior Notes for cash at a price equal to 101% of the aggregate principal amount of such Senior Notes, plus accrued and unpaid interest, if any, to, but excluding, the date of repurchase.

The covenants in the Indenture include limitations on liens, sale-leaseback transactions and mergers and sales of all or substantially all of the Company's assets. The Indenture also includes customary events of default with respect to the Senior Notes.

Upon an event of default, the principal of and accrued and unpaid interest on all the Senior Notes may be declared to be due and payable by the Trustee or the holders of not less than 25% in principal amount of the outstanding Senior Notes of the applicable series. Upon such a declaration, such principal and accrued interest on all of the applicable series of the Senior Notes will be due and payable immediately. In the case of an event of default resulting from certain events of bankruptcy, insolvency or reorganization, the principal (or such specified amount) of and accrued and unpaid interest, if any, on all outstanding series of the Senior Notes will become and be immediately due and payable without any declaration or other act on the part of the Trustee or any holder of the applicable series of the Senior Notes. Under certain circumstances, the holders of a majority in principal amount of the outstanding Senior Notes of any series may rescind any such acceleration with respect to the Senior Notes of that series and its consequences.

As of December 31, 2024, aggregate contractual future principal payments by calendar year on long-term debt are due as follows:

2025	$ 7,851
2026	7,249
2027	6,030
2028	504,864
2029	3,016,290
Thereafter	4,609,429
	$ 8,151,713

12. FAIR VALUE OF FINANCIAL INSTRUMENTS

The Company uses a three-tier fair value hierarchy to classify and disclose all assets and liabilities measured at fair value on a recurring basis in periods subsequent to their initial measurement. These tiers include: Level 1, defined as quoted market prices in active markets for identical assets or liabilities; Level 2, defined as inputs other than Level 1 that are observable, either directly or indirectly, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, model-based valuation techniques for which all significant assumptions are observable in the market, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities; and Level 3, defined as unobservable inputs that are not corroborated by market data.

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The Company's financial assets and liabilities recorded at fair value on a recurring basis include derivative instruments and restricted cash and investments. At December 31, 2024 and 2023, the Company's derivative instruments included pay-fixed, receive-variable interest rate swaps. The Company's interest rate swaps are recorded at their estimated fair values based on quotes received from financial institutions that trade these contracts. The Company verifies the reasonableness of these quotes using similar quotes from another financial institution as of each date for which financial statements are prepared. For the Company's interest rate swaps, the Company also considers the Company's creditworthiness in its determination of the fair value measurement of these instruments in a net liability position and the counterparties' creditworthiness in its determination of the fair value measurement of these instruments in a net asset position. The Company's restricted cash is valued at quoted market prices in active markets for identical assets, which the Company receives from the financial institutions that hold such investments on its behalf. The Company's restricted cash measured at fair value is invested primarily in money market accounts and bank time deposits. The Company's restricted investments are valued at quoted market prices in active markets for similar assets, which the Company receives from the financial institutions that hold such investments on its behalf. The Company's restricted investments measured at fair value are invested primarily in U.S. government securities, agency securities and Canadian bankers' acceptance notes.

The Company's assets and liabilities measured at fair value on a recurring basis at December 31, 2024 and 2023, were as follows:

	Fair Value Measurement at December 31, 2024 Using			
	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Interest rate swap derivative instruments – net asset position	$ 13,929	$ —	$ 13,929	$ —
Restricted cash	$ 135,807	$ 135,807	$ —	$ —
Restricted investments	$ 77,900	$ —	$ 77,900	$ —
Contingent consideration	$ (87,162)	$ —	$ —	$ (87,162)

	Fair Value Measurement at December 31, 2023 Using			
	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Interest rate swap derivative instruments – net asset position	$ 22,787	$ —	$ 22,787	$ —
Restricted cash	$ 105,639	$ 105,639	$ —	$ —
Restricted investments	$ 70,658	$ —	$ 70,658	$ —
Contingent consideration	$ (115,030)	$ —	$ —	$ (115,030)

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The following table summarizes the changes in the fair value for Level 3 liabilities related to contingent consideration for the years ended December 31, 2024 and 2023:

	Years Ended December 31,	
	2024	2023
Beginning balance	$ 115,030	$ 81,415
Contingent consideration recorded at acquisition date	28,885	13,450
Payment of contingent consideration recorded at acquisition date	(27,743)	(13,317)
Payment of contingent consideration recorded in earnings	(35,035)	—
Adjustments to contingent consideration	(3)	30,367
Interest accretion expense	6,217	3,115
Foreign currency translation adjustment	(189)	—
Ending balance	$ 87,162	$ 115,030

13. COMMITMENTS AND CONTINGENCIES

COMMITMENTS

Financial Surety Bonds

The Company uses financial surety bonds for a variety of corporate guarantees. The two largest uses of financial surety bonds are for municipal contract performance guarantees and asset closure and retirement requirements under certain environmental regulations. Environmental regulations require demonstrated financial assurance to meet final capping, closure and post-closure requirements for landfills. In addition to surety bonds, these requirements may also be met through alternative financial assurance instruments, including insurance, letters of credit and restricted cash and investment deposits.

At December 31, 2024 and 2023, the Company had provided customers and various regulatory authorities with surety bonds in the aggregate amounts of approximately $934,330 and $901,283, respectively, to secure its asset closure and retirement requirements and $1,077,021 and $743,816, respectively, to secure performance under collection contracts and landfill operating agreements.

The Company owns a 9.9% interest in a company that, among other activities, issues financial surety bonds to secure landfill final capping, closure and post-closure obligations for companies operating in the solid waste industry. The Company accounts for this investment under the cost method of accounting. There have been no identified events or changes in circumstances that may have a significant adverse effect on the carrying value of the investment. This investee company and the parent company of the investee have written financial surety bonds for the Company, of which $492,711 and $470,416 were outstanding as of December 31, 2024 and 2023, respectively. The Company's reimbursement obligations under these bonds are secured by a pledge of its stock in the investee company.

Unconditional Purchase Obligations

At December 31, 2024, the Company's unconditional purchase obligations consist of multiple fixed-price fuel purchase contracts under which it has 59.7 million gallons remaining to be purchased for a total of $179,272. These fuel purchase contracts expire on or before September 30, 2029. During the years ended December 31, 2024, 2023 and 2022, the Company paid $139,973, $145,598 and $112,136, respectively, under the respective fuel purchase contracts then outstanding.

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As of December 31, 2024, future minimum purchase commitments, by calendar year, are as follows:

2025	$ 140,123
2026	37,284
2027	778
2028	621
2029	466
Thereafter	—
	$ 179,272

CONTINGENCIES

Environmental Risks

The Company expenses costs incurred to investigate and remediate environmental issues unless they extend the economic useful lives of the related assets. The Company records liabilities when it is probable that an obligation has been incurred and the amounts can be reasonably estimated. The remediation reserves cover anticipated costs, including remediation of environmental damage that waste facilities may have caused to neighboring landowners or residents as a result of contamination of soil, groundwater or surface water, including damage resulting from conditions existing prior to the Company's acquisition of such facilities. The Company's estimates are based primarily on investigations and remediation plans established by independent consultants, regulatory agencies and potentially responsible third parties. The Company does not discount remediation obligations. At December 31, 2024 and 2023, the current portion of remediation reserves was $8,808 and $10,860, respectively, which is included in Accrued liabilities in the Consolidated Balance Sheets. At December 31, 2024 and 2023, the long-term portion of remediation reserves was $7,186 and $4,289, respectively, which is included in Other long-term liabilities in the Consolidated Balance Sheets. Any substantial increase in the liabilities for remediation of environmental damage incurred by the Company could have a material adverse effect on the Company's financial condition, results of operations or cash flows.

Legal Proceedings

In the normal course of its business and as a result of the extensive governmental regulation of the solid waste and E&P waste industries, the Company is subject to various judicial and administrative proceedings involving Canadian regulatory authorities as well as U.S. federal, state and local agencies. In these proceedings, an agency may subpoena the Company for records, or seek to impose fines on the Company or revoke or deny renewal of an authorization held or sought by the Company, including an operating permit. From time to time, the Company may also be subject to actions brought by special interest or other groups, adjacent landowners or residents in connection with the permitting and licensing of landfills, transfer stations, and E&P waste treatment, recovery and disposal operations, or alleging environmental damage or violations of the permits and licenses pursuant to which the Company operates. The Company uses $1,000 as a threshold for disclosing environmental matters involving a governmental authority and potential monetary sanctions.

In addition, the Company is a party to various claims and suits pending for alleged damages to persons and property, alleged violations of certain laws and alleged liabilities arising out of matters occurring during the normal operation of the Company's business. Except as noted in the matters described below, as of December 31, 2024, there is no current proceeding or litigation involving the Company or its property that the Company believes could have a material adverse effect on its business, financial condition, results of operations or cash flows.

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Jefferson Parish, Louisiana Landfill Litigation

Between June 2016 and December 31, 2020, one of the Company's subsidiaries, Louisiana Regional Landfill Company ("LRLC"), conducted certain operations at a municipal solid waste landfill known as the Jefferson Parish Landfill (the "JP Landfill"), located in Avondale, Louisiana, near the City of New Orleans. LRLC's operations were governed by an Operating Agreement entered into in May 2012 by LRLC under its previous name, IESI LA Landfill Corporation, and the owner of the JP Landfill, Jefferson Parish (the "Parish"). The Parish also holds the State of Louisiana permit for the operation of the JP Landfill. Aptim Corporation, and later River Birch, LLC, operated the landfill gas collection system at the JP Landfill under a separate contract with the Parish.

In July and August 2018, four separate lawsuits seeking class action status were filed against LRLC and certain other Company subsidiaries, the Parish, and Aptim Corporation in Louisiana state court, and subsequently removed to the United States District Court for the Eastern District of Louisiana, before Judge Susie Morgan in New Orleans. The court later consolidated the claims of the putative class action plaintiffs (the "*Ictech-Bendeck*" action). Beginning in December 2018, a series of 11 substantively identical mass actions were filed in Louisiana state court against LRLC and certain other Company subsidiaries, the Parish, and Aptim Corporation. The claims of the mass action plaintiffs were removed to and consolidated in federal court in the Eastern District of Louisiana, also before Judge Susie Morgan (the "*Addison*" action). On August 10, 2024, the Company's subsidiaries and the *Addison* plaintiffs reached an agreement in principle to settle the *Addison* plaintiffs' claims against the Company; the Parish and Aptim Corporation also reached agreements in principle to settle the *Addison* action. On August 12, 2024, the court entered an order dismissing the *Addison* action without prejudice pending consummation of the settlement agreements.

The *Ictech-Bendeck* plaintiffs assert claims for damages from odors allegedly emanating from the JP Landfill. The consolidated putative class action complaint alleges that the JP Landfill released "noxious odors" into the plaintiffs' properties and the surrounding community and asserts a range of liability theories—nuisance, negligence (since dismissed), and strict liability—against all defendants. The *Ictech-Bendeck* plaintiffs seek unspecified damages.

The court held an eight-day trial on general causation during January and February 2022. On November 29, 2022, the court issued a 45-page decision on the general causation trial. The court concluded that all putative class plaintiffs established general causation—specifically that emissions and gases from the JP Landfill were capable of causing certain damages alleged by the plaintiffs. The court held that it only needed to determine the level of exposure necessary to result in injuries and that the level existed somewhere offsite, and that it was not required to delineate this level of exposure within a geographic area. The court did, however, limit the time period for damages, to between July 2017 and December 2019, and the types of alleged injuries for which the plaintiffs are able to seek damages, to headaches, nausea, vomiting, loss of appetite, sleep disruption, dizziness, fatigue, anxiety and worry, a decrease in quality of life, and loss of enjoyment or use of property.

After the general causation decision, extensive discovery occurred in 2023 and 2024. On May 15, 2024, the *Ictech-Bendeck* plaintiffs filed an amended motion for class certification, which the defendants opposed. Plaintiffs currently describe the putative class as Jefferson Parish residents suffering an injury as a result of exposure to odors from the Landfill between July 1, 2017 and December 31, 2019, in five proposed geographic sub-classes encompassing residents within a delineated area of Jefferson Parish that extends roughly five miles from the Landfill to the north and east. Counsel for the putative class asks the court to certify a class on liability and allocation issues and that specific causation be left for individual determinations after a class trial. Briefing on the class action plaintiffs' motion for class certification was completed on June 26, 2024. An evidentiary hearing on certain class certification issues was held on February 3 and 4, 2025. The Court's decision is pending.

On August 8, 2024, Jefferson Parish and the *Ictech-Bendeck* plaintiffs notified the court and the other parties that they had reached an agreement in principle on settlement of the plaintiffs' claims against the Parish. The court held a settlement conference on August 9, memorializing the terms of the plaintiffs' settlement with the Parish, including a settlement amount of $4,500 to be paid by the Parish to the *Ictech-Bendeck* plaintiffs. The settlement agreement purports to assign to

the *Ictech-Bendeck* plaintiffs the Parish's claims against the Company defendants. The court must approve the proposed settlement after notice is sent to the proposed settlement class and a hearing on the fairness of the settlement terms.

The Company believes it has defenses to certification of the putative class actions and is continuing to vigorously defend itself; however, at this time, the Company is not able to determine the likelihood of any outcome regarding the underlying claims in the class action, including the allocation of any potential liability among the Company, the Parish, and Aptim Corporation.

Los Angeles County, California Landfill Expansion Litigation

A. Chiquita Canyon, LLC Lawsuit Against Los Angeles County

In October 2004, the Company's subsidiary, Chiquita Canyon, LLC ("CCL"), then under prior ownership, filed an application (the "Application") with the County of Los Angeles (the "County") Department of Regional Planning ("DRP") for a conditional use permit (the "CUP") to authorize the continued operation and expansion of the Chiquita Canyon Landfill (the "CC Landfill"). The CC Landfill has operated since 1972, and as a regional landfill, accepted approximately 2.25 million tons of materials for disposal and beneficial use in 2024. The CC Landfill was the second largest landfill in the County and played a vital role in the County's ability to safely and quickly gather, process, and dispose of thousands of tons of waste, six days a week. The Application requested expansion of the existing waste footprint on CCL's contiguous property, an increase in maximum elevation, creation of a new entrance and new support facilities, construction of a facility for the County or another third-party operator to host household hazardous waste collection events, designation of an area for mixed organics/composting, and other modifications.

After many years of reviews and delays, upon the recommendation of County staff, the County's Regional Planning Commission (the "Commission") approved the Application on April 19, 2017, but imposed operating conditions, fees and exactions that substantially reduced the historical landfill operations and represented a large increase in aggregate taxes and fees. CCL objected to many of the requirements imposed by the Commission. Current estimates for new costs imposed on CCL under the CUP are in excess of $300,000.

CCL appealed the Commission's decision to the County Board of Supervisors, but the appeal was not successful. At a subsequent hearing, on July 25, 2017, the Board of Supervisors approved the CUP. On October 20, 2017, CCL filed in the Superior Court of California, County of Los Angeles a verified petition for writ of mandate and complaint against the County and the County Board of Supervisors captioned Chiquita Canyon, LLC v. County of Los Angeles (the "Complaint"). The Complaint challenges the terms of the CUP in 13 counts generally alleging that the County violated multiple California and federal statutes and California and federal constitutional protections. CCL seeks the following relief: (a) an injunction and writ of mandate against certain of the CUP's operational restrictions, taxes and fees, (b) a declaration that the challenged conditions are unconstitutional and in violation of state and federal statutes, (c) reimbursement for any such illegal fees paid under protest, (d) damages, (e) an award of just compensation for a taking, (f) attorney fees, and (g) all other appropriate legal and equitable relief.

Following extensive litigation in 2018 and 2019 on the permissible scope of CCL's challenge, the Superior Court issued its decision on July 2, 2020, granting CCL's petition for writ of mandate in part and denying it in part. CCL prevailed with respect to 12 of the challenged conditions, many of which imposed new fees and exactions on the CC Landfill. On October 11, 2022, CCL and the County entered into a settlement agreement that requires CCL to file a CUP modification application with the County embodying the terms of the settlement agreement. CCL filed the CUP modification application on November 10, 2022, an addendum to CCL's environmental impact report in accordance with the California Environmental Quality Act on January 12, 2024, and a revised addendum on September 30, 2024. The next steps contemplated by the settlement agreement include: completion of review by the County; scheduling the CUP modification application for a hearing before the Los Angeles County Regional Planning Commission; if appealed, a hearing before the County Board of Supervisors; and, upon approval by the County Board of Supervisors of the CUP modification application and satisfaction of certain other contingencies, CCL would dismiss this lawsuit.

At a meeting between the County and the Company on September 23, 2024, the County first stated that it would not be possible to complete the environmental review and present the CUP modification to the Regional Planning Commission in 2024. Absent approval of the modified CUP, beginning January 1, 2025, the CUP requires CCL to reduce its maximum annual solid waste tonnage capacity from approximately two million tons of solid waste per year to approximately one million tons of solid waste per year. CCL and the County are required under the settlement agreement to cooperate to take additional lawful and reasonable measures to effectuate the basic terms and goals of the settlement agreement, which include modifying this tonnage reduction to a gradual step-down in tonnage. However, because the County was unable to fully implement the settlement agreement or provide a viable alternative solution to address the severe tonnage restrictions that took effect on January 1, 2025, maintaining ongoing operations at the Landfill was no longer economically viable. Thus, CCL closed active waste disposal operations as of December 31, 2024.

On January 10, 2025, CCL and the County appeared before the Superior Court for a trial setting conference and the Court set the remaining claims for a bench trial, beginning October 13, 2025. At this time, the Company is not able to determine the likelihood of any outcome in this matter.

B. December 11, 2017 Notice of Violation Regarding Certain CUP Conditions.

The County, through its DRP, issued a Notice of Violation, dated December 11, 2017 (the "NOV"), alleging that CCL violated certain conditions of the CUP, including Condition 79(B)(6) of the CUP by failing to pay an $11,600 Bridge & Thoroughfare Fee ("B&T Fee") that was purportedly due on July 25, 2017. The alleged B&T fee was ostensibly to fund the construction of transportation infrastructure in the area of the CC Landfill. At the time the NOV was issued, CCL had already contested the legality of the B&T fee in the October 20, 2017 Complaint filed against the County in Los Angeles County Superior Court, described above under paragraph A (the "CUP lawsuit").

On January 12, 2018, CCL filed an appeal of the alleged violations in the NOV. Subsequently, CCL filed additional legal arguments and exhibits contesting the NOV. On March 6, 2018, a DRP employee designated as hearing officer sustained the NOV, including the $11,600 B&T fee, and imposed an administrative penalty in the amount of $83 and a noncompliance fee of $0.75. A written decision memorializing the hearing officer's findings and order was issued on July 10, 2018. On April 13, 2018, CCL filed in the Superior Court of California, County of Los Angeles, a Petition for Writ of Administrative Mandamus against the County seeking to overturn the decision sustaining the NOV, contending that the NOV and decision are not supported by the facts or law. On July 17, 2018, the court granted CCL leave to pay the $11,600 B&T fee and to amend its Complaint in the CUP lawsuit to reflect the payment under protest, allowing the challenge to the B&T fee under the Mitigation Fee Act to proceed in the CUP lawsuit. CCL paid the B&T fee under protest on August 10, 2018, and also paid on that date the administrative penalty of $83 and the noncompliance fee of $0.75. The court indicated that the NOV case would be coordinated with the CUP lawsuit. On October 11, 2022, CCL and the County entered into the settlement agreement, described above under paragraph A. However, as described above, CCL has now closed the Chiquita Canyon Landfill for the acceptance of waste as of December 31, 2024, and CCL's remaining claims have been set for trial. A status conference and order to show cause in this case is currently set for May 8, 2025. At this time, the Company is not able to determine the likelihood of any outcome in this matter.

Elevated Temperature Landfill Event

Beginning in May 2023, the Company's subsidiary, Chiquita Canyon, LLC ("CCL"), began receiving notices of violation ("NOVs") from the South Coast Air Quality Management District ("SCAQMD") for alleged violations of Section 41700 of the California Health & Safety Code and SCAQMD Rule 402 based on complaints from the public of odors, which SCAQMD inspectors stated that they verified were from the Chiquita Canyon Landfill (the "CC Landfill"). Each Rule 402 NOV alleges the CC Landfill is "discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons." CCL's retained expert consultants in Elevated Temperature Landfill ("ETLF") events have attributed the odors and other impacts to an ETLF event that is occurring in a lined, non-active area of the CC Landfill.

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Since May 2023, CCL has received approximately 301 NOVs for alleged violations of SCAQMD Rule 402. CCL has also received sixteen additional NOVs from SCAQMD alleging violations of the Stipulated Order for Abatement, the California Health & Safety Code, other SCAQMD rules, and CCL's Title V permit.

On August 15, 2023, SCAQMD petitioned its Hearing Board for an Order for Abatement in Hearing Board Case No. 6177-4 to address the Rule 402 NOVs issued by SCAQMD inspectors as a result of the ETLF event. SCAQMD and CCL negotiated a Stipulated Order for Abatement (the "Stipulated Order"), which was issued by the Hearing Board on September 6, 2023. Modifications to the Stipulated Order were approved by the Hearing Board after hearings on January 16 and 17, March 21, April 24, August 17, 20, and 27, and November 13, 2024. The modified Stipulated Order contains 96 conditions. The next status and modification hearing is scheduled for April 16 and 17, 2025.

On November 22, 2023, CCL received an NOV from the Los Angeles Regional Water Quality Control Board ("Water Board") for alleged violations of CCL's Waste Discharge Requirements Order No. R4-2018-0172, including the Monitoring and Reporting Program. The allegations relate to increased leachate production and leachate seeps caused by the ETLF event. CCL has received three more NOVs from the Water Board regarding alleged discharges, reporting, and other compliance violations. CCL has submitted full responses to each of the November 22, 2023, and January 24, March 28, and April 9, 2024 NOVs from the Water Board.

On June 27, 2024, CCL received a fifth NOV from the Water Board for alleged non-compliance with a March 20, 2024 Investigative Order issued by the Water Board pursuant to California Water Code §§ 13267 and 13383. CCL has provided a full response to the alleged violations.

On February 15 and March 29, 2024, CCL received two Summaries of Violations ("SOV") from the Department of Toxic Substances Control ("DTSC"). The SOVs allege violations of California's hazardous waste control laws and their implementing regulations related to three incidents in which offsite shipments of leachate, which tested above a regulatory threshold, were shipped to non-hazardous waste treatment and disposal facilities. CCL has submitted full responses to both SOVs from DTSC.

On June 4, 2024, CCL received a Finding of Violation ("FOV") from the U.S. Environmental Protection Agency, alleging violations of the New Source Performance Standards ("NSPS") and National Emission Standards for Hazardous Air Pollutants ("NESHAP") for municipal solid waste landfills, the NSPS and NESHAP General Provisions, and certain conditions of CCL's Title V permit. CCL has submitted a full response to the alleged violations.

At this time, CCL is not able to determine the likely penalties that the regulatory agencies will seek for these alleged violations, but they could be substantial. CCL also is incurring substantial costs in conjunction with efforts to address the ETLF event and any related impacts, including attendant air emissions, and to manage the increased production and changing composition of the liquids. At this time, the Company is not able to determine the likelihood of any outcome of the resolution of these alleged violations, including the amount of penalties.

In addition to, and distinct from these alleged violations, CCL had been seeking regulatory approvals to allow the use of new cells needed for waste disposal within the CC Landfill's existing waste footprint permitted under the CUP. However, the Water Board had not yet granted the final approval needed for CCL to access otherwise permitted and constructed airspace when the CC Landfill closed to active waste disposal operations as of December 31, 2024.

Chiquita Canyon Landfill Civil Litigation

Given the facts related to the ETLF event and the alleged violations described above, a number of civil lawsuits have been filed against CCL and other Company subsidiaries, including Chiquita Canyon, Inc., Waste Connections of California, Inc., Waste Connections Management Services Inc. and Waste Connections US, Inc. These began with Howse et al. v. Chiquita Canyon, LLC, et al. (Los Angeles Co. Superior Court; filed September 5, 2023, removed to U.S.D.C.

C.D. Cal. October 4, 2023). That case included class action claims, but in May 2024, those claims were dropped and the case continues as a mass tort case in federal district court. In November 2024, Judge Frimpong in the Central District of California consolidated Howse and all other then filed, related cases into In re Chiquita Landfill Litigation. Master File No. 2:23-CV-08380-MEMF-MAR. (C.D. Cal.). As additional, related cases have been filed, the Company has sought to consolidate them with In re Chiquita.

There are approximately 9,200 total plaintiffs in these civil lawsuits as of February 5, 2025, which includes some from cases filed but not yet served, and the Company expects additional complaints and plaintiffs in the future.

The claims in the ongoing cases allege, among other things, nuisance odors, chemical exposures and other torts, including private nuisance (continuing and permanent), public nuisance (continuing and permanent), negligence, negligence per se, strict liability for ultrahazardous activities, and a violation of Health and Safety Code § 41700. Plaintiffs seek damages for physical injury, fear of future physical injury, increased risk of future injury, including the need for medical monitoring, emotional distress, harm to real and personal property, medical expenses, relocation expenses, and punitive damages. Plaintiffs seek all costs of suits and attorneys' fees. Some of the cases allege that officers and directors and/or agents of the Company's subsidiaries had advance knowledge that failure to properly maintain and operate the CC Landfill would result in the sorts of harms that the plaintiffs allegedly suffered. Some of the cases seek injunctive relief to prevent further harm to the plaintiffs or to close the CC Landfill.

The additional cases include: Suggs et al. v. Chiquita Canyon, LLC, et al. (Los Angeles Superior Court; filed February 2, 2024, removed to U.S.D.C. C.D. Cal. March 25, 2024); Siryani et al. v. Chiquita Canyon, LLC, et al. (Los Angeles Superior Court; filed March 27, 2024, removed to U.S.D.C. C.D. Cal. on April 29, 2024); Adams Evans et al. v. Chiquita Canyon, LLC et al. (Los Angeles Superior Court; filed April 15, 2014, removed to U.S.D.C. C.D. Cal. on July 5, 2024); Aleksanyan et al. v. Chiquita Canyon, LLC et al. (U.S.D.C. C.D. Cal.; filed May 20, 2024); Jolene Acosta et al., v. Chiquita Canyon, LLC et al. (Los Angeles Superior Court; filed May 29, 2024, removed to U.S.D.C. C.D. Cal. on July 12, 2024); Quaiden Fenstermaker et. al. v. Chiquita Canyon, LLC et al. (Los Angeles Superior Court; filed May 29, 2024, removed to U.S.D.C. C.D. Cal. on July 13, 2024); Briana Mejia et al. v. Chiquita Canyon, LLC et al. (Los Angeles Superior Court; filed May 29, 2024, removed to U.S.D.C. C.D. Cal. on July 15, 2024); Araiza et al. v. Chiquita Canyon, LLC et al. (U.S.D.C. C.D. Cal.; filed June 3, 2024); Melineh Gasparians et al. v. Chiquita Canyon, LLC et al. (Los Angeles Superior Court; filed June 10, 2024; removed to U.S.D.C. C.D. Cal. on September 4, 2024); Claudia Rivera et al. v. Chiquita Canyon, LLC et al. (Los Angeles Superior Court; filed June 14, 2024, removed to U.S.D.C. C.D. Cal. on July 22, 2024); Alejandra Suarez et al. v. Chiquita Canyon, LLC et al. (Los Angeles Superior Court; filed June 20, 2024; removed to U.S.D.C. C.D. Cal. on July 29, 2024) ; Geon Hwang, et al. v. Chiquita Canyon, LLC et al. (U.S.D.C. C.D. Cal.; filed July 8, 2024); Anabel Austin, et al. v. Chiquita Canyon, LLC et al. (Los Angeles Superior Court; filed July 9, 2024; removed to U.S.D.C. C.D. Cal. on August 16, 2024); Isabell Dolores Palomino et al. v. Chiquita Canyon, LLC et al. (U.S.D.C. C.D. Cal.; filed July 12, 2024); Stephanie Audish et al. v. Chiquita Canyon, LLC (Los Angeles Superior Court; filed July 16, 2024); Scott Benjamin Siegal et. al. v. Chiquita Canyon, LLC et al. (Los Angeles Superior Court; filed July 16, 2024); Alina Hakopyan et al. v. Chiquita Canyon, LLC (Los Angeles Superior Court; filed August 6, 2024); Kaiden Alim et al. v. Chiquita Canyon, LLC et al. (Los Angeles Superior Court, filed September 27, 2024); Nicholas Difatta et al. v. Chiquita Canyon, LLC et al. (Los Angeles Superior Court, filed October 5, 2024); Jane Chun-Won Yang et al. v. Chiquita Canyon, LLC et al. (U.S.D.C. C.D. Cal. filed on November 19, 2024); Maria Magdalena Alanis, et al. v. Chiquita Canyon, LLC et al. (U.S.D.C. C.D. Cal. filed January 6, 2025, transferred to Judge Frimpong but not yet consolidated). One law firm filed 359 individual cases in Los Angeles Superior Court, which the Company related and consolidated to that firm's first filed case, Serieddine et al. v. Chiquita Canyon, LLC, et al. (Los Angeles Superior Court; filed January 8, 2024), and removed the cases en masse as In re Serieddine. In re Serieddine is consolidated in In re Chiquita Landfill Litigation.

Three cases have been filed, but not yet served: K.E. et al. v. Chiquita Canyon, LLC et al. (U.S.D.C. C.D. Cal. filed on November 22, 2024), Fernando Perez et al. v. Chiquita Canyon, LLC et al. (U.S.D.C. C.D. Cal. filed December 30, 2024), Nancy Mariel Aguilar et al. v. Chiquita Canyon, LLC et al. (Los Angeles Superior Court, filed January 27, 2025).

The Company is continuing to vigorously defend itself in these lawsuits; however, at this time, the Company is not able to determine the likelihood of any outcome regarding the underlying claims.

County of Los Angeles Litigation

Based upon the same facts alleged in the above-referenced "Chiquita Canyon Landfill Civil Litigation," on December 17 2024, Los Angeles County filed a complaint in the U.S. District Court, Central District of California, No. 2:24-cv-10819-RGK-PD, against Chiquita Canyon, LLC, Chiquita Canyon, Inc. and Waste Connections US, Inc. This case has been assigned to Judge Frimpong, the same judge overseeing In Re Chiquita Landfill Litigation. An answer or responsive pleading is due on February 19, 2025.

The County's lawsuit alleges public nuisance under California statutes and Los Angeles County ordinances, public nuisance per se, and unfair business practices related to the alleged violation of ordinances referenced in the public nuisance claims. The County seeks an injunction to bring the CC Landfill into compliance with all local, state, and federal laws and regulations, including all necessary measures to "contain and extinguish" the ETLF, prevent odors and gases from reaching any residential zone, and eliminate leachate seeps; subsidize the relocation of affected citizens living near the Landfill; and subsidize mitigation measures undertaken by affected citizens living, working, or studying near the Landfill, such as the purchase of air purification systems, double paned windows, home hardening, and assistance with utility bills. Alternatively, the County requests the appointment of a receiver to take possession and control of the Landfill. The County also seeks to recover civil penalties and attorney's fees. The Company is not able to determine the potential penalty amount that the County will seek in this lawsuit.

The Company is continuing to vigorously defend itself in these lawsuits; however, at this time, the Company is not able to determine the likelihood of any outcome regarding the underlying claims.

Collective Bargaining Agreements

As of December 31, 2024, 3,774 employees, or approximately 16% of the Company's workforce, were employed under collective bargaining agreements. The Company has 25 collective bargaining agreements covering 1,603 employees, or approximately 7% of its workforce, that have expired or are set to expire in 2025. The Company does not expect any significant disruption in its overall business in 2025 as a result of labor negotiations, employee strikes or organizational efforts.

14. SHAREHOLDERS' EQUITY

Employee Share Purchase Plan

On May 15, 2020, the Company's shareholders approved the ESPP. Under the ESPP, qualified employees may elect to have payroll deductions withheld from their eligible compensation on each payroll date in amounts equal to or greater than one percent (1%) but not in excess of ten percent (10%) of eligible compensation in order to purchase the Company's common shares under certain terms and subject to certain restrictions set forth in the ESPP. The exercise price is equal to 95% of the closing price of the Company's common shares on the last day of the relevant offering period; provided, however, that such exercise price will not be less than 85% of the volume weighted average price of the Company's common shares as reflected on the TSX over the final five trading days of such offering period. The maximum number of shares that may be issued under the ESPP is 1,000,000. Under the ESPP, employees purchased 29,256 of the Company's common shares for $4,486 during the year ended December 31, 2024. Under the ESPP, employees purchased 29,808 of the Company's common shares for $3,909 during the year ended December 31, 2023. Under the ESPP, employees purchased 26,582 of the Company's common shares for $3,270 during the year ended December 31, 2022.

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Cash Dividend

The Board of Directors of the Company authorized the initiation of a quarterly cash dividend in October 2010 and has increased it on an annual basis. In October 2024, the Company announced that its Board of Directors increased its regular quarterly cash dividend by $0.03, from $0.285 to $0.315 per Company common share. Cash dividends of $302,258, $270,604 and $243,013 were paid during the years ended December 31, 2024, 2023 and 2022, respectively.

Normal Course Issuer Bid

On July 23, 2024, the Board of Directors of the Company approved, subject to receipt of regulatory approvals, the annual renewal of the Company's normal course issuer bid (the "NCIB") to purchase up to 12,901,981 of the Company's common shares during the period of August 12, 2024 to August 11, 2025 or until such earlier time as the NCIB is completed or terminated at the option of the Company. The renewal followed the conclusion of the Company's NCIB that expired August 9, 2024. The Company received TSX approval for its annual renewal of the NCIB on August 6, 2024. Under the NCIB, the Company may make share repurchases only in the open market, including on the NYSE, the TSX, and/or alternative Canadian trading systems, at the prevailing market price at the time of the transaction.

In accordance with TSX rules, any daily repurchases made through the TSX and alternative Canadian trading systems are limited to a maximum of 60,089 common shares, which represents 25% of the average daily trading volume on the TSX of 240,359 common shares for the period from February 1, 2024 to July 31, 2024. The TSX rules also allow the Company to purchase, once a week, a block of common shares not owned by any insiders, which may exceed such daily limit. The maximum number of shares that can be purchased per day on the NYSE will be 25% of the average daily trading volume for the four calendar weeks preceding the date of purchase, subject to certain exceptions for block purchases.

The timing and amounts of any repurchases pursuant to the NCIB will depend on many factors, including the Company's capital structure, the market price of the common shares, any share buyback taxes applicable and overall market conditions. All common shares purchased under the NCIB will be immediately cancelled following their repurchase.

For each of the years ended December 31, 2024 and 2023, the Company did not repurchase any common shares pursuant to the NCIB in effect during that period. For the year ended December 31, 2022, the Company repurchased 3,388,155 common shares pursuant to the NCIB in effect during that period at an aggregate cost of $424,999. As of December 31, 2024, the maximum number of shares available for repurchase under the current NCIB was 12,901,981.

Common Shares

The Company is authorized to issue an unlimited number of common shares, that have no par value, and uses reserved but unissued common shares to satisfy its obligations under its equity-based compensation plans. As of December 31, 2024, the Company has reserved the following common shares for issuance:

For outstanding RSUs, PSUs and warrants	2,083,109
For future grants under the 2016 Incentive Award Plan	1,993,310
For future grants under the Employee Share Purchase Plan	903,541
	4,979,960

Common Shares Held in Trust

Common shares held in trust at December 31, 2024 consist of 48,098 shares of the Company held in a trust that were acquired by Progressive Waste prior to June 1, 2016 for the benefit of its U.S. and Canadian employees participating in certain share-based compensation plans. A total of 735,171 common shares were held in the trust on June 1, 2016 when it

was acquired by the Company in the Progressive Waste acquisition. Common shares held in trust are classified as treasury shares in the Company's Consolidated Balance Sheets. The Company will sell shares out of the trust and remit cash or shares to employees and non-employee directors as restricted share units vest and deferred share units settle, under the Progressive Waste share-based compensation plans that were continued by the Company. During the years ended December 31, 2024, 2023 and 2022, the Company sold 11,344, 6,017 and 5,203 common shares held in the trust, respectively, to settle vested restricted share units and deferred share units.

Special Shares

The Company is authorized to issue an unlimited number of special shares. Holders of special shares are entitled to one vote in matters of the Company for each special share held. The special shares carry no right to receive dividends or to receive the remaining property or assets of the Company upon dissolution or wind-up. At December 31, 2024, 2023 and 2022, no special shares were issued.

Preferred Shares

The Company is authorized to issue an unlimited number of preferred shares, issuable in series. Each series of preferred shares issued shall have rights, privileges, restrictions and conditions as determined by the Board of Directors prior to their issuance. Preferred shareholders are not entitled to vote, but take preference over the common shareholders rights in the remaining property and assets of the Company in the event of dissolution or wind-up. At December 31, 2024, 2023 and 2022, no preferred shares were issued.

Restricted Share Units, Performance-Based Restricted Share Units, Share Options and Share Purchase Warrants

In connection with the Progressive Waste acquisition, each Waste Connections US, Inc. restricted stock unit award, deferred restricted stock unit award and warrant outstanding immediately prior to the Progressive Waste acquisition was automatically converted into a restricted share unit award, deferred restricted share unit award or warrant, as applicable, relating to an equal number of common shares of the Company, on the same terms and conditions as were applicable immediately prior to the Progressive Waste acquisition under such equity award. Such conversion of equity awards was approved by the Company's shareholders at its shareholder meeting as part of the shareholders' approval of the Progressive Waste acquisition. At its meeting on June 1, 2016, the Company's Board of Directors approved the assumption by the Company of the Waste Connections US, Inc. 2014 Incentive Plan Award (the "2014 Plan"), the Waste Connections US, Inc. Third Amended and Restated 2004 Equity Incentive Plan (the "2004 Plan"), and the Waste Connections US, Inc. Consultant Incentive Plan (the "Consultant Plan," and, together with the 2014 Plan and the 2004 Plan, the "Assumed Plans") for the purposes of administering the Assumed Plans and the awards issued thereunder. No additional awards will be made under any of the Assumed Plans. Upon the vesting, expiration, exercise in accordance with their terms or other settlement of all of the awards made pursuant to an Assumed Plan, such Assumed Plan shall automatically terminate. The 2014 Plan and the Consultant Plan have each automatically terminated.

Participation in the 2004 Plan was limited to employees, officers, directors and consultants. Restricted share units ("RSUs") granted under the 2004 Plan generally vest in installments pursuant to a vesting schedule set forth in each agreement. The Board of Directors authorized the granting of awards under the 2004 Plan, and determined the employees and consultants to whom such awards were to be granted, the number of shares subject to each award, and the exercise price, term, vesting schedule and other terms and conditions of each award. RSU awards granted under the plan did not require any cash payment from the participant to whom an award was made. No grants have been made under the 2004 Plan since May 16, 2014 pursuant to the approval by the stockholders of the 2014 Plan on such date.

On June 1, 2016, the Company's Board of Directors adopted the 2016 Incentive Award Plan (the "2016 Plan"), which was approved by Progressive Waste's shareholders on May 26, 2016. On each of July 24, 2017 and 2018, the Board of Directors approved certain housekeeping amendments to the 2016 Plan. The 2016 Plan, as amended, is administered by the Company's Compensation Committee and provides that the aggregate number of common shares which may be issued

from treasury pursuant to awards made under the 2016 Plan is 7,500,000 common shares. Awards under the 2016 Plan may be made to employees, consultants and non-employee directors and may be made in the form of options, warrants, restricted shares, restricted share units, performance awards (which may be paid in cash, common shares, or a combination thereof), dividend equivalent awards (representing a right of the holder thereof to receive the equivalent value (which may be paid in cash or common shares) of dividends paid on common shares), and share payments (a payment in the form of common shares or an option or other right to purchase common shares as part of a bonus, defined compensation or other arrangement). Non-employee directors are also eligible to receive deferred share units, which represent the right to receive a cash payment or its equivalent in common shares (or a combination of cash and common shares), or which may at the time of grant be expressly limited to settlement only in cash and not in common shares.

Restricted Share Units

A summary of the Company's RSU activity is presented below:

	Years Ended December 31,		
	2024	2023	2022
Weighted average grant-date fair value of restricted share units granted	$ 164.93	$ 133.65	$ 121.26
Total fair value of restricted share units vested	$ 39,745	$ 39,754	$ 28,751

A summary of activity related to RSUs during the year ended December 31, 2024, is presented below:

	Unvested Shares	Weighted-Average Grant Date Fair Value Per Share
Outstanding at December 31, 2023	936,267	$ 120.97
Granted	371,343	$ 164.93
Forfeited	(51,520)	$ 138.91
Vested and issued	(343,530)	$ 115.69
Outstanding at December 31, 2024	912,560	$ 139.83

Recipients of the Company's RSUs who participate in the Company's Nonqualified Deferred Compensation Plan may have elected in years prior to 2015 to defer some or all of their RSUs as they vest until a specified date or dates they choose. At the end of the deferral periods, unless a qualified participant makes certain other elections, the Company issues to recipients who deferred their RSUs common shares of the Company underlying the deferred RSUs. At December 31, 2024, 2023 and 2022, the Company had 29,980, 49,129 and 81,352 vested deferred RSUs outstanding, respectively.

Performance-Based Restricted Share Units

A summary of the Company's PSU activity is presented below:

	Years Ended December 31,		
	2024	2023	2022
Weighted average grant-date fair value of PSUs granted	$ 138.29	$ 133.83	$ 117.94
Total fair value of PSUs vested	$ 14,948	$ 20,196	$ 4,674

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A summary of activity related to PSUs during the year ended December 31, 2024, is presented below:

	Unvested Shares	Weighted-Average Grant Date Fair Value Per Share
Outstanding at December 31, 2023	259,532	$ 113.68
Granted	113,166	$ 138.29
Vested and issued	(153,555)	$ 97.35
Outstanding at December 31, 2024	219,143	$ 137.83

During the year ended December 31, 2024, the Company's Compensation Committee granted PSUs with three-year performance-based metrics that the Company must meet before those awards may be earned, and the performance period for those grants ends on December 31, 2026. During the year ended December 31, 2023, the Company's Compensation Committee granted PSUs with three-year performance-based metrics that the Company must meet before those awards may be earned, and the performance period for those grants ends on December 31, 2025. During the year ended December 31, 2022, the Company's Compensation Committee granted PSUs with three-year performance-based metrics that the Company was required to meet before those awards were earned, and the performance period for those grants ended on December 31, 2024. The Compensation Committee determines the achievement of performance results and corresponding vesting of PSUs for each performance period.

Share Purchase Warrants

The Company has outstanding share purchase warrants issued under the 2016 Plan. Warrants to purchase the Company's common shares were issued to certain consultants to the Company. Warrants issued were fully vested and exercisable at the date of grant. Warrants outstanding at December 31, 2024, expire between 2025 and 2029.

A summary of warrant activity during the year ended December 31, 2024, is presented below:

	Warrants	Weighted-Average Exercise Price
Outstanding at December 31, 2023	817,873	$ 127.85
Granted	301,719	$ 171.51
Forfeited	(153,306)	$ 133.59
Exercised	(44,860)	$ 107.04
Outstanding at December 31, 2024	921,426	$ 142.21

The following table summarizes information about warrants outstanding as of December 31, 2024 and 2023:

Grant Date	Warrants Issued	Exercise Price	Fair Value of Warrants Issued	Outstanding at December 31, 2024	Outstanding at December 31, 2023
Throughout 2019	151,008	$74.25 to $95.61	$ 2,634	—	25,490
Throughout 2020	164,890	$72.65 to $104.89	$ 3,140	85,293	145,586
Throughout 2021	218,166	$99.33 to $135.97	$ 5,584	191,155	191,155
Throughout 2022	380,478	$125.32 to $143.95	$ 12,972	289,276	326,085
Throughout 2023	129,557	$129.75 to $142.93	$ 5,133	106,649	129,557
Throughout 2024	301,719	$149.27 to $192.47	$ 14,651	249,053	—
				921,426	817,873

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Deferred Share Units

A summary of the Company's deferred share units ("DSUs") activity is presented below:

	Years Ended December 31,		
	2024	2023	2022
Weighted average grant-date fair value of DSUs granted	$ 168.71	$ 136.47	$ 121.00
Total fair value of DSUs awarded	$ 632	$ 538	$ 253

The DSUs consist of a combination of DSU grants outstanding under the Progressive Waste share-based compensation plans that were continued by the Company following the Progressive Waste acquisition and DSUs granted by the Company since the Progressive Waste acquisition.

A summary of activity related to DSUs during the year ended December 31, 2024, is presented below:

	Vested Shares	Weighted-Average Grant Date Fair Value Per Share
Outstanding at December 31, 2023	30,481	$ 77.34
Granted	3,746	$ 168.71
Cash settled	(9,207)	$ 61.65
Share settled	(4,602)	$ 94.15
Outstanding at December 31, 2024	20,418	$ 97.38

Other Restricted Share Units

RSU grants outstanding under the Progressive Waste share-based compensation plans were continued by the Company following the Progressive Waste acquisition and allow for the issuance of shares or cash settlement to employees upon vesting or other distribution events. A summary of activity related to Progressive Waste RSUs during the year ended December 31, 2024, is presented below:

Outstanding at December 31, 2023	51,812
Cash settled	(6,346)
Outstanding at December 31, 2024	45,466

No RSUs under the Progressive Waste share-based compensation plans were granted subsequent to June 1, 2016. All remaining RSUs were vested as of December 31, 2019.

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15. OTHER COMPREHENSIVE INCOME (LOSS)

Other comprehensive income (loss) includes changes in the fair value of interest rate swaps that qualify for hedge accounting. The components of other comprehensive income (loss) and related tax effects for the years ended December 31, 2024, 2023 and 2022, are as follows:

	Year Ended December 31, 2024		
	Gross	Tax Effect	Net of Tax
Interest rate swap amounts reclassified into interest expense	$ (20,467)	$ 5,424	$ (15,043)
Changes in fair value of interest rate swaps	11,607	(3,076)	8,531
Foreign currency translation adjustment	(189,402)	—	(189,402)
	$ (198,262)	$ 2,348	$ (195,914)

	Year Ended December 31, 2023		
	Gross	Tax Effect	Net of Tax
Interest rate swap amounts reclassified into interest expense	$ (19,607)	$ 5,196	$ (14,411)
Changes in fair value of interest rate swaps	10,588	(2,806)	7,782
Foreign currency translation adjustment	53,633	—	53,633
	$ 44,614	$ 2,390	$ 47,004

	Year Ended December 31, 2022		
	Gross	Tax Effect	Net of Tax
Interest rate swap amounts reclassified into interest expense	$ 6,551	$ (1,736)	$ 4,815
Changes in fair value of interest rate swaps	76,336	(20,229)	56,107
Foreign currency translation adjustment	(157,336)	—	(157,336)
	$ (74,449)	$ (21,965)	$ (96,414)

A roll forward of the amounts included in AOCIL, net of taxes, is as follows:

	Interest Rate Swaps	Foreign Currency Translation Adjustment	Accumulated Other Comprehensive Income (Loss)
Balance at December 31, 2022	$ 23,378	$ (80,208)	$ (56,830)
Amounts reclassified into earnings	(14,411)	—	(14,411)
Changes in fair value	7,782	—	7,782
Foreign currency translation adjustment	—	53,633	53,633
Balance at December 31, 2023	16,749	(26,575)	(9,826)
Amounts reclassified into earnings	(15,043)	—	(15,043)
Changes in fair value	8,531	—	8,531
Foreign currency translation adjustment	—	(189,402)	(189,402)
Balance at December 31, 2024	$ 10,237	$ (215,977)	$ (205,740)

16. INCOME TAXES

The Company's operations are conducted through its various subsidiaries in countries throughout the world. The Company has provided for income taxes based upon the tax laws and rates in the countries in which operations are conducted and income is earned.

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Income before provision for income taxes consists of the following:

	Years Ended December 31,		
	2024	2023	2022
U.S.	$ 343,255	$ 622,041	$ 734,126
Non – U.S.	419,678	361,460	314,837
Income before income taxes	$ 762,933	$ 983,501	$ 1,048,963

The provision for income taxes consists of the following:

	Years Ended December 31,		
	2024	2023	2022
Current:			
U.S. Federal	$ 95,007	$ 120,420	$ 59,675
State	42,725	50,713	28,770
Non – U.S.	65,916	43,213	31,036
	203,648	214,346	119,481
Deferred:			
U.S. Federal	(33,507)	14,130	95,397
State	(5,833)	(1,931)	16,840
Non – U.S.	(17,945)	(5,870)	(18,756)
	(57,285)	6,329	93,481
Provision for income taxes	$ 146,363	$ 220,675	$ 212,962

The Company is organized under the laws of Ontario, Canada; however, since the proportion of U.S. revenues, assets, operating income and associated tax provisions is significantly greater than any other single taxing jurisdiction within the worldwide group, the reconciliation of the differences between the Company's income tax provision as presented in the accompanying Consolidated Statements of Net Income and income tax provision computed at the federal statutory rate is presented on the basis of the U.S. federal statutory income tax rate of 21%, as opposed to the Canadian statutory rate of approximately 27% to provide a more meaningful insight into those differences. The items shown in the following table are a percentage of pre-tax income:

	Years Ended December 31,		
	2024	2023	2022
U.S. federal statutory rate	21.0 %	21.0 %	21.0 %
State taxes, net of federal benefit	4.1	4.3	4.2
Deferred income tax liability adjustments	0.7	0.3	—
Effect of international operations	(3.8)	(3.9)	(4.0)
Federal tax credits	(1.5)	—	(0.1)
Share-based compensation	(0.7)	(0.3)	(0.2)
Other	(0.6)	1.0	(0.6)
	19.2 %	22.4 %	20.3 %

The comparability of the Company's income tax provision for the reported periods has been affected by variations in its income before income taxes.

The effects of international operations are primarily due to a portion of the Company's income from internal financing that is taxed at effective rates substantially lower than the U.S. federal statutory rate.

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The significant components of deferred income tax assets and liabilities, reduced by valuation allowances as applicable, are presented below:

	December 31, 2024	December 31, 2023
Deferred income tax assets:		
Accrued expenses	$ 38,674	$ 33,358
Compensation	26,589	25,781
Contingent liabilities	16,237	27,154
Tax credits and loss carryforwards	15,477	23,877
Landfill closure and post-closure	90,240	12,476
Finance costs	4,032	6,968
Other	13,306	14,036
Gross deferred income tax assets	204,555	143,650
Less: Valuation allowance	—	—
Total deferred income tax assets	204,555	143,650
Deferred income tax liabilities:		
Goodwill and other intangibles	(472,608)	(471,074)
Property and equipment	(595,156)	(602,453)
Prepaid expenses	(19,737)	(15,428)
Investment in subsidiaries	(71,703)	(71,136)
Interest rate swaps	(3,691)	(6,039)
Total deferred income tax liabilities	(1,162,895)	(1,166,130)
Net deferred income tax liability	$ (958,340)	$ (1,022,480)

The Company has $14,901 of Canadian tax loss carryforwards with a 20-year carryforward period which will begin to expire in 2036, as well as various U.S. state tax losses with carryforward periods up to 20 years.

As of December 31, 2024, the Company had undistributed earnings of approximately $4,078,543 for which income taxes have not been provided on permanently reinvested earnings of approximately $2,903,543. Additionally, the Company has not recorded deferred taxes on the amount of financial reporting basis in excess of tax basis of approximately $401,204 attributable to the Company's non-U.S. subsidiaries which are permanently reinvested. It is not practical to estimate the additional tax that may become payable upon the eventual repatriation of these amounts; however, the tax impacts could result in a material increase to the Company's effective tax rate.

The Company and its subsidiaries are subject to U.S. federal and Canadian income tax, which are its principal operating jurisdictions. The Company has concluded all U.S. federal income tax matters for years through 2020. Additionally, the normal reassessment period for the Company has expired for all Canadian federal income tax matters for years through 2019.

The Company did not have any unrecognized tax benefits recorded at December 31, 2024, 2023 or 2022. The Company does not anticipate the total amount of unrecognized tax benefits will significantly change by December 31, 2025. The Company recognizes interest and/or penalties related to income tax matters in income tax expense.

17. SEGMENT REPORTING

The Company's revenues are generated from the collection, transfer, recycling and disposal of non-hazardous solid waste and the treatment, recovery and disposal of non-hazardous E&P waste. No single contract or customer accounted for more than 10% of the Company's total revenues at the consolidated or reportable segment level during the periods presented.

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The Company manages its operations through the following six geographic solid waste operating segments: Western, Southern, Eastern, Central, Canada and MidSouth. The Company's six geographic solid waste operating segments comprise its reportable segments. Each operating segment is responsible for managing several vertically integrated operations, which are comprised of districts. Certain corporate or regional overhead expense allocations may affect comparability of the segment information presented herein on a period-over-period basis.

The Company's Chief Operating Decision Maker ("CODM") is the Company's President and Chief Executive Officer. The CODM evaluates operating segment profitability and determines resource allocations based on several factors, of which the primary financial measure is segment EBITDA. The Company defines segment EBITDA as earnings before interest, taxes, depreciation, amortization, impairments and other operating items and other income (expense). Segment EBITDA is not a measure of operating income, operating performance or liquidity under GAAP and may not be comparable to similarly titled measures reported by other companies. The Company's management uses segment EBITDA in the evaluation of segment operating performance as it is a profit measure that is generally within the control of the operating segments.

Summarized financial information concerning the Company's reportable segments for the years ended December 31, 2024, 2023 and 2022, is shown in the following tables:

Year Ended December 31, 2024	Western	Southern	Eastern	Central	Canada	MidSouth	Corporate [a], [f]	Consolidated
Revenue	$ 2,034,370	$ 1,984,150	$ 1,875,559	$ 1,696,559	$ 1,385,869	$ 1,218,482	$ —	$ 10,194,989
Intercompany revenue [b]	(235,701)	(226,957)	(311,348)	(181,657)	(124,889)	(194,846)	—	(1,275,398)
Reported revenue	1,798,669	1,757,193	1,564,211	1,514,902	1,260,980	1,023,636	—	8,919,591
Segment expenses [c]	(1,277,911)	(1,200,768)	(1,146,988)	(972,101)	(709,501)	(740,227)	(27,655)	(6,075,151)
Segment EBITDA [d]	520,758	556,425	417,223	542,801	551,479	283,409	(27,655)	2,844,440
Segment EBITDA margin	29.0 %	31.7 %	26.7 %	35.8 %	43.7 %	27.7 %		31.9 %
Depreciation and amortization	(211,111)	(203,445)	(230,466)	(170,424)	(200,274)	(138,671)	(9,378)	(1,163,769)
Other segment items [e]	(596,463)	(9,395)	(4,398)	1,483	944	(33)	(309,876)	(917,738)
Income before income tax provision								$ 762,933
Capital expenditures	$ 198,849	$ 190,912	$ 191,817	$ 174,805	$ 147,596	$ 129,373	$ 22,636	$ 1,055,988
Total assets [g]	$ 3,512,253	$ 3,885,522	$ 3,544,234	$ 2,827,108	$ 3,564,052	$ 2,022,594	$ 462,046	$ 19,817,809

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Year Ended December 31, 2023	Western	Southern	Eastern	Central	Canada	MidSouth	Corporate [a], [f]	Consolidated
Revenue	$ 1,878,843	$ 1,846,713	$ 1,639,351	$ 1,620,908	$ 1,109,164	$ 1,072,753	$ —	$ 9,167,732
Intercompany revenue [b]	(209,554)	(204,439)	(259,118)	(180,751)	(113,322)	(178,597)	—	(1,145,781)
Reported revenue	1,669,289	1,642,274	1,380,233	1,440,157	995,842	894,156	—	8,021,951
Segment expenses [c]	(1,186,084)	(1,124,272)	(1,027,172)	(927,874)	(605,178)	(648,020)	(25,032)	(5,543,632)
Segment EBITDA [d]	483,205	518,002	353,061	512,283	390,664	246,136	(25,032)	2,478,319
Segment EBITDA margin	28.9 %	31.5 %	25.6 %	35.6 %	39.2 %	27.5 %		30.9 %
Depreciation and amortization	(199,426)	(179,948)	(207,909)	(169,370)	(121,326)	(117,397)	(7,835)	(1,003,211)
Other segment items [e]	(160,351)	(11,165)	(2,492)	6,763	(2,930)	3,783	(325,215)	(491,607)
Income before income tax provision								$ 983,501
Capital expenditures	$ 192,148	$ 166,961	$ 143,484	$ 171,748	$ 105,453	$ 135,650	$ 18,556	$ 934,000
Total assets [g]	$ 3,432,529	$ 3,501,953	$ 3,228,244	$ 2,811,016	$ 2,794,795	$ 1,705,180	$ 442,159	$ 17,915,876

Year Ended December 31, 2022	Western	Southern	Eastern	Central	Canada	MidSouth	Corporate [a], [f]	Consolidated
Revenue	$ 1,605,574	$ 1,670,864	$ 1,445,193	$ 1,447,703	$ 1,047,672	$ 992,922	$ —	$ 8,209,928
Intercompany revenue [b]	(177,543)	(176,425)	(211,498)	(159,355)	(107,048)	(166,200)	—	(998,069)
Reported revenue	1,428,031	1,494,439	1,233,695	1,288,348	940,624	826,722	—	7,211,859
Segment expenses [c]	(1,003,096)	(1,027,920)	(952,173)	(842,033)	(591,221)	(591,017)	(25,019)	(5,032,479)
Segment EBITDA [d]	424,935	466,519	281,522	446,315	349,403	235,705	(25,019)	2,179,380
Segment EBITDA margin	29.8 %	31.2 %	22.8 %	34.6 %	37.1 %	28.5 %		30.2 %
Depreciation and amortization	(155,882)	(175,614)	(190,480)	(156,895)	(118,388)	(112,866)	(8,835)	(918,960)
Other segment items [e]	(738)	(7,330)	(4,154)	5,368	(1,118)	(3,606)	(199,879)	(211,457)
Income before income tax provision								$ 1,048,963
Capital expenditures	$ 232,714	$ 151,093	$ 138,028	$ 181,065	$ 70,051	$ 133,849	$ 5,877	$ 912,677
Total assets [g]	$ 3,239,679	$ 3,410,888	$ 2,752,436	$ 2,803,853	$ 2,773,882	$ 1,727,323	$ 426,542	$ 17,134,603

(a) The majority of Corporate expenses are allocated to the six operating segments. Direct acquisition expenses, expenses associated with common shares held in the deferred compensation plan exchanged for other investment options and share-based compensation expenses associated with Progressive Waste share-based grants outstanding at June 1, 2016 that were continued by the Company are not allocated to the six operating segments and comprise the net EBITDA of the Company's Corporate segment for the periods presented.

(b) Intercompany revenues reflect each segment's total intercompany sales, including intercompany sales within a segment and between segments. Transactions within and between segments are generally made on a basis intended to reflect the market value of the service.

(c) Segment expenses consist of all expenses that directly impact the CODM's primary financial measure, segment EBITDA. These expenses include cost of operations and selling, general, and administrative expenses as presented in the Company's consolidated statements of operations.

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(d) For those items included in the determination of segment EBITDA, the accounting policies of the segments are the same as those described in Note 3.
(e) For all geographic operating segments, other segment items consist of gains and losses on: disposal of assets, disposal of operations, litigation settlements, environmental remediation, real estate leases, landfill closure adjustments, contingent liability adjustments, impairments, foreign currency gains/losses and interest income. See Note 3 for more information relating to landfill closure adjustments and impairments recorded in the Western segment from the Company's decision to cease active waste disposal operations at its Chiquita Canyon Landfill.
(f) Corporate assets include cash, debt issuance costs, equity investments, operating lease right-of-use assets and corporate facility leasehold improvements and equipment.
(g) Goodwill is included within total assets for each of the Company's six operating segments.

The following table shows changes in goodwill during the years ended December 31, 2023 and 2024, by reportable segment:

	Western	Southern	Eastern	Central	Canada	MidSouth	Total
Balance as of December 31, 2022	$ 732,335	$ 1,547,894	$ 1,189,111	$ 1,003,470	$ 1,684,670	$ 744,817	$ 6,902,297
Goodwill acquired	47,120	11,809	398,380	6,461	—	1,366	465,136
Goodwill acquisition adjustments	—	—	—	—	(2,215)	—	(2,215)
Goodwill divested	—	—	—	(1,431)	—	—	(1,431)
Impact of changes in foreign currency	—	—	—	—	40,613	—	40,613
Balance as of December 31, 2023	779,455	1,559,703	1,587,491	1,008,500	1,723,068	746,183	7,404,400
Goodwill acquired	85,147	17,411	148,093	2,074	343,531	103,258	699,514
Impact of changes in foreign currency	—	—	—	—	(153,508)	—	(153,508)
Balance as of December 31, 2024	$ 864,602	$ 1,577,114	$ 1,735,584	$ 1,010,574	$ 1,913,091	$ 849,441	$ 7,950,406

Property and equipment, net relating to operations in the United States and Canada are as follows:

	December 31,	
	2024	2023
United States	$ 6,870,901	$ 6,456,319
Canada	1,165,028	772,012
Total	$ 8,035,929	$ 7,228,331

18. NET INCOME PER SHARE INFORMATION

The following table sets forth the calculation of the numerator and denominator used in the computation of basic and diluted net income per common share attributable to the Company's shareholders for the years ended December 31, 2024, 2023 and 2022:

	Years Ended December 31,		
	2024	2023	2022
Numerator:			
Net income attributable to Waste Connections for basic and diluted earnings per share	$ 617,573	$ 762,800	$ 835,662
Denominator:			
Basic shares outstanding	257,965,871	257,551,129	257,383,578
Dilutive effect of equity-based awards	696,319	598,115	655,223
Diluted shares outstanding	258,662,190	258,149,244	258,038,801

19. EMPLOYEE BENEFIT PLANS

Retirement Savings Plans: Waste Connections and certain of its subsidiaries have voluntary retirement savings plans in Canada (the "RSPs"). RSPs are available to all eligible Canadian employees of Waste Connections and its subsidiaries.

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For eligible non-union Canadian employees, Waste Connections and its subsidiaries make a matching contribution to a deferred profit sharing plan ("DPSP") of up to 5% of the employee's eligible compensation, subject to certain limitations imposed by the Income Tax Act (Canada).

Certain of Waste Connections' subsidiaries also have voluntary savings and investment plans in the U.S. (the "401(k) Plans"). The 401(k) Plans are available to all eligible U.S. employees of Waste Connections and its subsidiaries. Waste Connections and its subsidiaries make matching contributions under the 401(k) Plans of 100% of every dollar of a participating employee's contributions until the employee's contributions equal 5% of the employee's eligible compensation, subject to certain limitations imposed by the U.S. Internal Revenue Code.

Total employer expenses, including employer matching contributions, for the DPSP and 401(k) Plans were $46,489, $42,100 and $37,165, respectively, during the years ended December 31, 2024, 2023 and 2022. These amounts include matching contributions Waste Connections made under the Deferred Compensation Plan, described below.

Multiemployer Pension Plans: The Company also participates in 16 "multiemployer" pension plans. The Company does not administer these multiemployer plans. In general, these plans are managed by the trustees, with the unions appointing certain trustees, and other contributing employers of the plan appointing certain others. The Company is generally not represented on the board of trustees. The Company makes periodic contributions to these plans pursuant to its collective bargaining agreements. The Company's participation in multiemployer pension plans is summarized as follows:

Plan Name	EIN/Pension Plan Number/ Registration Number	Pension Protection Act Zone Status [a]		FIP/RP Status [b],[c]	Company Contributions [d]			Expiration Date of Collective Bargaining Agreement
		2024	2023		2024	2023	2022	
Western Conference of Teamsters Pension Trust	91-6145047 - 001	Green	Green	Not applicable	$ 9,676	$ 8,747	$ 5,803	12/31/2024 to 6/30/2028
Local 731, I.B. of T., Pension Fund	36-6513567 - 001	Green for the plan year beginning 10/1/2023	Green for the plan year beginning 10/1/2022	Not applicable	5,471	4,939	4,484	9/30/2028
Suburban Teamsters of Northern Illinois Pension Fund	36-6155778 - 001	Green	Green	Not applicable	3,013	2,671	2,516	2/28/2029
Teamsters Local 301 Pension Fund	36-6492992 - 001	Green	Green	Not applicable	1,314	1,183	1,310	9/30/2028
Midwest Operating Engineers Pension Plan	36-6140097 - 001	Green for the plan year beginning 4/1/2024	Green for the plan year beginning 4/1/2023	Not applicable	774	704	542	10/31/2025
Automobile Mechanics' Local No. 701 Union and Industry Pension Fund	36-6042061 - 001	Green	Green	Not applicable	562	452	470	12/31/2025
Local 813 Pension Trust Fund	13-1975659 - 001	Critical and Declining for the plan year beginning 1/1/2024	Critical and Declining for the plan year beginning 1/1/2023	Implemented	485	557	429	11/30/2027
IAM National Pension Fund	51-6031295 - 002	Critical	Critical	Implemented	469	442	342	12/31/2025
Locals 302 & 612 of the IOUE - Employers Construction Industry Retirement Plan	91-6028571 - 001	Green	Green	Not applicable	355	341	338	11/30/2026
International Union of Operating Engineers Pension Trust	85512-1	Green as of 4/30/2022	Green as of 4/30/2022	Not applicable	296	285	281	3/31/2025 to 3/31/2028
Multi-Sector Pension Plan	1085653	Critical as of 1/1/2022	Critical as of 1/1/2022	Not applicable	274	246	249	12/31/2026
Recycling and General Industrial Union Local 108 Pension Fund	13-6366378 - 001	Green	Green	Not applicable	246	225	230	2/28/2027
Nurses and Local 813 IBT Retirement Plan	13-3628926 - 001	Green	Green	Not applicable	125	121	97	11/30/2027
Contributions to other multiemployer plans					98	81	65	
					$ 23,158	$ 20,994	$ 17,156	

(a) Unless otherwise noted in the table above, the most recent Pension Protection Act zone status available in 2024 and 2023 is for the plans' years ended December 31, 2023 and 2022, respectively.
(b) The "FIP/RP Status" column indicates plans for which a Funding Improvement Plan ("FIP") or a Rehabilitation Plan ("RP") has been implemented.

(c) A multiemployer defined benefit pension plan that has been certified as endangered, seriously endangered or critical may begin to levy a statutory surcharge on contribution rates. Once authorized, the surcharge is at the rate of 5% for the first 12 months and 10% for any periods thereafter, until certain conditions are met. The Company was not required to pay a surcharge to these plans during the years ended December 31, 2024 and 2023.

(d) Of the Multiemployer Pension Plans considered to be individually significant, the Company was listed in the Form 5500 as providing more than 5% of the total contributions for the following: 1) Local No. 731, I.B. of T., Pension Fund for plan years ending September 30, 2023, 2022 and 2021; 2) Suburban Teamsters of Northern Illinois Pension Plan for the plan years ending December 31, 2023, 2022 and 2021; 3) Teamsters Local 301 Pension Fund for plan years ending December 31, 2023, 2022 and 2021; 4) Local 813 Pension Trust Fund for the plan year ending December 31, 2023; and 5) Recycling and General Industrial Union Local 108 Pension Fund for the plan years ending December 31, 2023, 2022 and 2021.

The status is based on information that the Company received from the pension plans and is certified by the pension plans' actuary. Plans with "green" status are at least 80% funded. Plans with "yellow" status are less than 80% funded. Plans with "critical" status are less than 65% funded. Under current law regarding multiemployer benefit plans, a plan's termination, the Company's voluntary withdrawal, or the withdrawal of all contributing employers from any under-funded multiemployer pension plan would require the Company to make payments to the plan for its proportionate share of the multiemployer plan's unfunded vested liabilities. The Company could have adjustments to its estimates for these matters in the near term that could have a material effect on its consolidated financial condition, results of operations or cash flows.

Deferred Compensation Plan: The Waste Connections US, Inc. Nonqualified Deferred Compensation Plan was assumed by the Company on June 1, 2016 (as amended, restated, assumed, supplemented or otherwise modified from time to time, the "Deferred Compensation Plan"). The Deferred Compensation Plan is a non-qualified deferred compensation program under which the eligible participants, including officers and certain employees who meet a minimum salary threshold, may voluntarily elect to defer up to 80% of their base salaries and up to 100% of their bonuses, commissions and restricted share unit grants. Effective as of December 1, 2014, the Board of Directors determined to discontinue the option to allow eligible participants to defer restricted share unit grants pursuant to the Deferred Compensation Plan. Members of the Company's Board of Directors are eligible to participate in the Deferred Compensation Plan with respect to their director fees. Although the Company periodically contributes the amount of its obligation under the plan to a trust for the benefit of the participants, any compensation deferred under the Deferred Compensation Plan constitutes an unsecured obligation of the Company to pay the participants in the future and, as such, is subject to the claims of other creditors in the event of insolvency proceedings. Participants may elect certain future distribution dates on which all or a portion of their accounts will be paid to them, including in the case of a change in control of the Company. Their accounts will be distributed to them in cash, except for amounts credited with respect to deferred restricted share unit grants, which will be distributed in the Company's common shares pursuant to the 2004 Plan. In addition to the amount of participants' contributions, the Company will pay participants an amount reflecting a deemed return based on the returns of various mutual funds or measurement funds selected by the participants, except in the case of restricted share units that were deferred and not subsequently exchanged into a measurement fund pursuant to the terms of the Deferred Compensation Plan, which will be credited to their accounts as Company common shares. The measurement funds are used only to determine the amount of return the Company pays to participants and participant funds are not actually invested in the measurement fund, nor are any Company common shares acquired under the Deferred Compensation Plan. For the years ended December 31, 2024, 2023 and 2022, the Company also made matching contributions to the Deferred Compensation Plan of 100% of every dollar of a participating employee's pre-tax eligible contributions until the employee's contributions equaled 5% of the employee's eligible compensation, less the amount of any match the Company made on behalf of the employee under the Waste Connections 401(k) Plan, and subject to certain deferral limitations imposed by the U.S. Internal Revenue Code on 401(k) plans. The Company's total liability for deferred compensation at December 31, 2024 and 2023 was $36,006 and $42,270, respectively, which was recorded in Other long-term liabilities in the Consolidated Balance Sheets.

20. SUBSEQUENT EVENT

On February 12, 2025, the Company announced that its Board of Directors approved a regular quarterly cash dividend of $0.315 per Company common share. The dividend will be paid on March 13, 2025, to shareholders of record on the close of business on February 27, 2025.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

Disclosure Controls and Procedures

We carried out an evaluation, under the supervision and with the participation of our management, including our President and Chief Executive Officer and our Executive Vice President and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures, as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended. Based on this evaluation, our President and Chief Executive Officer and Executive Vice President and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of December 31, 2024, at the reasonable assurance level such that information required to be disclosed in our Exchange Act reports: (1) is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms; and (2) is accumulated and communicated to our management, including our President and Chief Executive Officer and Executive Vice President and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

Management's Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934, as amended. Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP. This process includes policies and procedures that: (1) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect our transactions and any dispositions of our assets; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP; (3) provide reasonable assurance that receipts and expenditures of ours are being made only in accordance with authorizations of our management; and (4) provide reasonable assurance that unauthorized acquisition, use or disposition of our assets that could have a material affect on our financial statements would be prevented or timely detected.

We carried out an evaluation, under the supervision and with the participation of our management, including our President and Chief Executive Officer and Executive Vice President and Chief Financial Officer, of the effectiveness of the design and operation of our internal control over financial reporting as of December 31, 2024. In conducting our evaluation, we used the framework set forth in the report titled "*Internal Control – Integrated Framework*" (2013) published by the Committee of Sponsoring Organizations of the Treadway Commission. Based on the results of our evaluation, our management has concluded that our internal control over financial reporting was effective as of December 31, 2024.

The effectiveness of our internal control over financial reporting as of December 31, 2024, has been audited by Grant Thornton LLP, our independent registered public accounting firm, as stated in its report which appears in Item 8 of this Annual Report on Form 10-K.

Changes in Internal Control Over Financial Reporting

Based on an evaluation under the supervision and with the participation of our management, including our President and Chief Executive Officer and Executive Vice President and Chief Financial Officer, there has been no change to our internal control over financial reporting that occurred during the three month period ended December 31, 2024, that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

None.

ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

None.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Except as set forth above in Part I under "Information About Our Executive Officers" and in the paragraph below, the information required by Item 10 has been omitted from this Annual Report on Form 10-K, and is incorporated by reference to the sections "Election of Directors," "Corporate Governance," "Board Composition" and "Section 16(a) Beneficial Ownership Reporting Compliance" (if applicable) in our definitive Management Information Circular and Proxy Statement for the 2025 Annual Meeting of Shareholders, which we will file with the SEC pursuant to Regulation 14A within 120 days after the end of our 2024 fiscal year.

We have adopted a Code of Conduct and Ethics that applies to our officers, including our principal executive officer, principal financial officer, principal accounting officer and all other officers, directors and employees. We have also adopted our Corporate Governance Guidelines and Board Charter to promote the effective functioning of our Board of Directors and its committees, to promote the interests of shareholders and to ensure a common set of expectations concerning how the Board, its committees and management should perform their respective functions. Our Code of Conduct and Ethics and our Corporate Governance Guidelines and Board Charter are available on our website at www.wasteconnections.com as are the charters of our Board's Audit, Nominating and Corporate Governance and Compensation Committees. Information on or that can be accessed through our website is not incorporated by reference into this Annual Report on Form 10-K. We intend to satisfy the disclosure requirement under Item 5.05 of Form 8-K regarding any amendments to, or waiver from, a provision of our Code of Conduct and Ethics by posting such information on our website.

Shareholders may also obtain copies of the corporate governance documents discussed above by contacting our Secretary at 3 Waterway Square Place, Suite 110, The Woodlands, Texas 77380, or (832) 442-2200.

ITEM 11. EXECUTIVE COMPENSATION

Information required by Item 11 has been omitted from this Annual Report on Form 10-K and is incorporated by reference to the sections "Compensation Discussion and Analysis," "Executive Compensation Tables and Additional Information," "Corporate Governance," and "Director Compensation and Equity Ownership" in our definitive Management Information Circular and Proxy Statement for the 2025 Annual Meeting of Shareholders.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED SHAREHOLDER MATTERS

Information required by Item 12 has been omitted from this Annual Report on Form 10-K and is incorporated by reference to the sections "Share Ownership" and "Equity Compensation Plan Information" in our definitive Management Information Circular and Proxy Statement for the 2025 Annual Meeting of Shareholders.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

Information required by Item 13 has been omitted from this Annual Report on Form 10-K and is incorporated by reference to the sections "Certain Relationships and Related Transactions," "Corporate Governance" and "Board Composition" in our definitive Management Information Circular and Proxy Statement for the 2025 Annual Meeting of Shareholders.

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

Information required by Item 14 has been omitted from this Annual Report on Form 10-K and is incorporated by reference to the section "Appointment of Independent Registered Public Accounting Firm and Authorization of the Board of Directors to Fix the Remuneration of the Independent Registered Public Accounting Firm" in our definitive Management Information Circular and Proxy Statement for the 2025 Annual Meeting of Shareholders.

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) See Index to Consolidated Financial Statements on page 80. The following Financial Statement Schedule is filed herewith on page 150 and made a part of this Annual Report on Form 10-K:

Schedule II - Valuation and Qualifying Accounts

All other schedules for which provision is made in the applicable accounting regulations of the SEC are not required under the related instructions or are inapplicable, and therefore have been omitted.

(b) Exhibits.

Exhibit Number	Description of Exhibits
3.1	Articles of Amendment (incorporated by reference to Exhibit 3.1 of the Registrant's Form 8-K filed on May 26, 2017)
3.2	Articles of Amalgamation (incorporated by reference to Exhibit 3.2 of the Registrant's Form 8-K filed on June 7, 2016)
3.3	Articles of Amendment (incorporated by reference to Exhibit 3.1 of the Registrant's Form 8-K filed on June 7, 2016)
3.4	By-law No. 1 of the Registrant (incorporated by reference to Exhibit 3.3 of the Registrant's Form 8-K filed on June 7, 2016)
3.5	Form of Common Share Certificate (incorporated by reference to Exhibit 3.4 of the Registrant's Form 8-K filed on June 7, 2016)
4.1	Description of Securities (incorporated by reference to Exhibit 4.21 of the Registrant's Form 10-K filed on February 13, 2020
4.2	Indenture, dated as of November 16, 2018, by and between Waste Connections, Inc. and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.1 of the Registrant's Form 8-K filed on November 16, 2018)
4.3	First Supplemental Indenture, dated as of November 16, 2018, by and between Waste Connections, Inc. and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.2 of the Registrant's Form 8-K filed on November 16, 2018)

Exhibit Number	Description of Exhibits
4.4	Second Supplemental Indenture, dated as of April 16, 2019, by and between Waste Connections, Inc. and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.2 of the Registrant's Form 8-K filed on April 16, 2019)
4.5	Third Supplemental Indenture, dated as of January 23, 2020, by and between Waste Connections, Inc. and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.2 of the Registrant's Form 8-K filed on January 23, 2020)
4.6	Fourth Supplemental Indenture, dated as of March 13, 2020, by and between Waste Connections, Inc. and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.2 of the Registrant's Form 8-K filed on March 13, 2020)
4.7	Fifth Supplemental Indenture, dated as of September 20, 2021, by and between Waste Connections, Inc. and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.2 of the Registrant's Form 8-K filed on September 20, 2021)
4.8	Sixth Supplemental Indenture, dated as of March 9, 2022, by and between Waste Connections, Inc. and U.S. Bank Trust Company, National Association, as trustee (incorporated by reference to Exhibit 4.2 of the Registrant's Form 8-K filed on March 9, 2022)
4.9	Seventh Supplemental Indenture, dated as of August 18, 2022, by and between Waste Connections, Inc. and U.S. Bank Trust Company National Association, as trustee (incorporated by reference to Exhibit 4.2 of the Registrant's Form 8-K filed on August 18, 2022)
4.10	Eighth Supplemental Indenture, dated as of February 21, 2024, by and between Waste Connections, Inc. and U.S. Bank Trust Company National Association, as trustee (incorporated by reference to Exhibit 4.2 of the Registrant's Form 8-K filed on February 21, 2024)
4.11	Ninth Supplemental Indenture, dated as of June 13, 2024, by and between Waste Connections, Inc. and U.S. Bank Trust Company National Association, as trustee (incorporated by reference to Exhibit 4.2 of the Registrant's Form 8-K filed on June 13, 2024)
4.12	Revolving Credit Agreement dated as of February 27, 2024 (incorporated by reference to Exhibit 4.1 of the Registrant's Form 8-K filed February 29, 2024)
4.13	Letter of Credit Facility Reimbursement Agreement, dated as of February 25, 2022, by and between the Registrant and The Bank of Nova Scotia (incorporated by reference to Exhibit 10.1 of the Registrant's Form 8-K filed on February 25, 2022)
10.1 +	Form of Indemnification Agreement dated June 1, 2016, between Waste Connections, Inc. and each of its directors and officers (incorporated by reference to Exhibit 10.12 of the Registrant's Form 8-K filed on June 7, 2016)
10.2 +	Waste Connections, Inc. 2016 Incentive Award Plan (incorporated by reference to Exhibit 10.12 of the Registrant's Form 10-Q filed on October 30, 2018)
10.3 +	Form of Restricted Share Unit Award Agreement (with One-Year Performance Period) under the Waste Connections, Inc. 2016 Incentive Award Plan (incorporated by reference to Exhibit 10.14 of the Registrant's Form 8-K filed on June 7, 2016)
10.4 +	Form of Performance-Based Restricted Share Unit Award Agreement (with Three-Year Performance Period) under the Waste Connections, Inc. 2016 Incentive Award Plan (incorporated by reference to Exhibit 10.15 of the Registrant's Form 8-K filed on June 7, 2016)
10.5 +	Form of Restricted Share Unit Agreement for Non-Employee Directors under the Waste Connections, Inc. 2016 Incentive Award Plan (incorporated by reference to Exhibit 10.16 of the Registrant's Form 8-K filed on June 7, 2016)
10.6 +	Form of Restricted Share Unit Agreement under the Waste Connections, Inc. 2016 Incentive Award Plan (incorporated by reference to Exhibit 10.17 of the Registrant's Form 8-K filed on June 7, 2016)

Exhibit Number	Description of Exhibits
10.7 +	Form of Deferred Share Unit Agreement for Non-Employee Directors under the Waste Connections, Inc. 2016 Incentive Award Plan (incorporated by reference to Exhibit 10.3 of the Registrant's Form 10-Q filed on October 31, 2016)
10.8 +	Form of Warrant to Purchase Common Shares of Waste Connections, Inc. under the Waste Connections, Inc. 2016 Incentive Award Plan (incorporated by reference to Exhibit 10.23 of the Registrant's Form 10-K filed on February 15, 2018)
10.9 +	Waste Connections US, Inc. Third Amended and Restated 2004 Equity Incentive Plan (incorporated by reference to Exhibit 10.25 of the Registrant's Form 8-K filed on June 7, 2016)
10.10 +	Waste Connections US, Inc. Nonqualified Deferred Compensation Plan, amended and restated as of December 1, 2014 (incorporated by reference to Exhibit 10.1 of the Registrant's Form 10-Q filed on August 5, 2016)
10.11 +	Amendment to the Waste Connections, Inc. Nonqualified Deferred Compensation Plan (incorporated by reference to Exhibit 10.1 of the Registrant's Form 8-K filed on July 22, 2016)
10.12 +	Amendment No. 2 to the Waste Connections, Inc. Nonqualified Deferred Compensation Plan (incorporated by reference to Exhibit 10.2 of the Registrant's Form 10-Q filed on October 26, 2017)
10.13 +	Separation Benefits Plan of Waste Connections US, Inc., as amended and restated effective July 26, 2022 (incorporated by reference to Exhibit 10.1 of the Registrant's Form 10-Q filed on August 3, 2022)
10.14 +	Separation Benefits Plan Participation Letter Agreement by and between Waste Connections US, Inc. and Darrell W. Chambliss, effective July 25, 2019 (incorporated by reference to Exhibit 10.1 of the Registrant's Form 10-Q filed on July 30, 2019)
10.15 +	Separation Benefits Plan Participation Letter Agreement by and between Waste Connections US, Inc. and James M. Little, effective July 25, 2019 (incorporated by reference to Exhibit 10.2 of the Registrant's Form 10-Q filed on July 30, 2019)
10.16 +	Separation Benefits Plan Participation Letter Agreement by and between Waste Connections US, Inc. and Patrick J. Shea, effective July 25, 2019 (incorporated by reference to Exhibit 10.3 of the Registrant's Form 10-Q filed on July 30, 2019)
10.17 +	Separation Benefits Plan Participation Letter Agreement by and between Waste Connections US, Inc. and Mary Anne Whitney, effective February 1, 2021 (incorporated by reference to Exhibit 10.30 of the Registrant's Form 10-K filed on February 18, 2021)
10.18 +	Separation Benefits Plan Participation Letter Agreement by and between Waste Connections US, Inc. and Robert M. Cloninger, effective February 1, 2022 (incorporated by reference to Exhibit 10.30 of the Registrant's Form 10-K filed on February 17, 2022)
10.19 +	Separation Benefits Plan Participation Letter Agreement by and between Waste Connections US, Inc. and Susan R. Netherton, effective February 1, 2022 (incorporated by reference to Exhibit 10.31 of the Registrant's Form 10-K filed on February 17, 2022)
10.20 +	Separation Benefits Plan Participation Letter Agreement by and between Waste Connections US, Inc. and Matthew S. Black, effective March 30, 2023 (incorporated by reference to Exhibit 10.1 of the Registrant's Form 10-Q filed on April 27, 2023)
10.21 +	Separation Benefits Plan Participation Letter Agreement by and between Waste Connections US, Inc. and Ronald J. Mittelstaedt, effective April 23, 2023 (incorporated by reference to Exhibit 10.2 of the Registrant's Form 8-K filed on April 24, 2023)
10.22 +	Separation Agreement and General Release by and between Waste Connections US, Inc. and Worthing F. Jackman, effective April 23, 2023 (incorporated by reference to Exhibit 10.1 of the Registrant's Form 8-K filed on April 24, 2023)

Exhibit Number	Description of Exhibits
10.23 +	Separation Benefits Plan Participation Letter Agreement by and between Waste Connections US, Inc. and Eric O. Hansen, effective July 10, 2023 (incorporated by reference to Exhibit 10.1 of the Registrant's Form 10-Q filed on August 3, 2023)
10.24 +	Separation Benefits Plan Participation Letter Agreement by and between Waste Connections US, Inc. and Rob Nielsen, effective July 10, 2023 (incorporated by reference to Exhibit 10.2 of the Registrant's Form 10-Q filed on August 3, 2023)
10.25 +	Separation Benefits Plan Participation Letter Agreement by and between Waste Connections US, Inc. and Phil Rivard, effective July 10, 2023 (incorporated by reference to Exhibit 10.3 of the Registrant's Form 10-Q filed on August 3, 2023)
10.26 +*	Separation Benefits Plan Participation Letter Agreement by and between Waste Connections US, Inc. and Aaron J. Bradley, effective February 1, 2025
10.27 +	Employment Agreement by and between Waste Connections of Canada Inc. and Dan Pio, effective October 20, 2023 (incorporated by reference to Exhibit 10.1 of the Registrant's Form 10-Q filed on October 26, 2023)
10.28 +	Form of Addendum to Letter Agreement dated November 10, 2022, between Waste Connections US, Inc. and each of its officers party to a Letter Agreement dated before July 26, 2022 (incorporated by reference to Exhibit 10.27 of the Registrant's Form 10-K filed on February 16, 2023)
10.29 +	Waste Connections, Inc. 2020 Employee Share Purchase Plan (incorporated by reference to Exhibit 10.29 of the Registrant's Form 10-K filed on February 18, 2021)
19.1 *	Insider Trading Policy
21.1 *	Subsidiaries of the Registrant
23.1 *	Consent of Independent Registered Public Accounting Firm
24.1 *	Power of Attorney (see signature page of this Annual Report on Form 10-K)
31.1 *	Certification of Chief Executive Officer
31.2 *	Certification of Chief Financial Officer
32.1 *	Certificate of Chief Executive Officer
32.2 *	Certificate of Chief Financial Officer
97.1 +	Waste Connections, Inc. Compensation Recoupment Policy (incorporated by reference to Exhibit 97.1 of the Registrant's Form 10-K filed on February 14, 2024)
101.INS *	XBRL Instance Document
101.SCH *	XBRL Taxonomy Extension Schema Document
101.CAL *	XBRL Taxonomy Extension Calculation Linkbase Document
101.LAB *	XBRL Taxonomy Extension Labels Linkbase Document
101.PRE *	XBRL Taxonomy Extension Presentation Linkbase Document
101.DEF *	XBRL Taxonomy Extension Definition Linkbase Document
104	Cover Page Interactive Data File – The cover page interactive data file does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.

* Filed herewith.
\+ Management contract or compensatory plan, contract or arrangement.

ITEM 16. FORM 10-K SUMMARY

None.

SIGNATURES

Pursuant to the requirements of Sections 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Waste Connections, Inc.

By: /s/ Ronald J. Mittelstaedt
Ronald J. Mittelstaedt
President and Chief Executive Officer

Date: February 13, 2025

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Ronald J. Mittelstaedt and Mary Anne Whitney, jointly and severally, his or her true and lawful attorneys-in-fact, each with the power of substitution, for him or her in any and all capacities to sign any amendments to this Annual Report on Form 10-K, and to file the same with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission and the securities commissions or similar regulatory authorities in Canada, hereby ratifying and confirming all that each of said attorneys-in-fact, or his or her substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Ronald J. Mittelstaedt Ronald J. Mittelstaedt	President and Chief Executive Officer (principal executive officer)	February 13, 2025
/s/ Mary Anne Whitney Mary Anne Whitney	Executive Vice President and Chief Financial Officer (principal financial officer)	February 13, 2025
/s/ Matthew S. Black Matthew S. Black	Senior Vice President – Chief Accounting Officer (principal accounting officer)	February 13, 2025
/s/ Andrea E. Bertone Andrea E. Bertone	Director	February 13, 2025
/s/ Edward E. Guillet Edward E. Guillet	Director	February 13, 2025
/s/ Michael W. Harlan Michael W. Harlan	Director	February 13, 2025
/s/ Elise L. Jordan Elise L. Jordan	Director	February 13, 2025
/s/ Cherylyn Harley Lebon Cherylyn Harley Lebon	Director	February 13, 2025
/s/ Susan Lee Susan Lee	Director	February 13, 2025
/s/ Carl D. Sparks Carl D. Sparks	Director	February 13, 2025

RESOLUTION NO. 25-R-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, TO AWARD A FRANCHISE FOR THE COLLECTION, TRANSPORTATION AND DISPOSAL OF COMMERCIAL AND RESIDENTIAL SOLID WASTE IN MARION COUNTY TO WASTE CONNECTIONS OF FLORIDA, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners ("Board") of Marion County Florida, has the authority to award a Commercial and Residential Collection Service Franchise in accordance with the Marion County Code, Section 16 Solid Wastes, Article I Solid Waste Management, Division 2 Franchises; and

WHEREAS, the application from Waste Connections of Florida, Inc., is in accordance with the Marion County Code and staff has investigated and found the applicant to be in compliance with the requirements thereof; and

WHEREAS, a public hearing was held on November 4, 2025 after public notice was published in a newspaper of general circulation within the county; and

WHEREAS, the Board of County Commissioners has determined to award a franchise to Waste Connections of Florida, Inc.; and

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

Section 1. That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2. Waste Connections of Florida, Inc. is hereby awarded the franchise for the collection and transportation of commercial and residential solid waste in the unincorporated area of Marion County Florida under the name of Waste Connections of Florida, Inc.

Section 3. This Resolution shall become effective immediately upon its adoption.

DULY ADOPTED in regular session this ___ day of November, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

_____
KATHY BRYANT, CHAIRMAN

ATTEST:

_____
GREGORY C. HARRELL, CLERK

WASTE CONNECTIONS FRANCHISE APPLICATION

NOVEMBER 4, 2025

1

About the Company

- Founded in 1997 and is the 3rd largest solid waste company in North America.
- Provider of solid waste collection, transfer, recycling and disposal services, along with recycling and resource recovery.
- Operations in 42 states and 6 Canadian provinces
- Annual revenues more than $9 billion dollars.
- Employ over 25,000 people
- Public company traded on the New York and Toronto Stock Exchange

2

Waste Connections locally

- Waste Connections (previously known as Progressive and before that, WSI) has been around for many decades and has a longstanding and mutually beneficial relationship with Marion County.
  - Good Fellas, which previously operated within Marion County as a Franchise Hauler, was acquired by Waste Connections during the acquisition of Heart of Florida Landfill.
  - Waste Connections currently operates in Sumter, Lake, Volusia, Oceola, Citrus, Orange, Hernando, and Seminole County.
  - Closest facilities are in Sumter and Lake Counties.

3

The Business Plan

- Strategic growth into Marion County.
- Establish a dedicated sales and operations staff.
- Secure 100 new accounts within the first 6 months.
- Initially operate out of their Lake County facility.

4

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21187 **Agenda Date:** 11/4/2025 **Agenda No.:** 7.1.1.

SUBJECT:
Request Approval of the Drone Replacement Program Financial Assistance Agreement between Florida Department of Law Enforcement and Marion County Fire Rescue (Budget Impact - Neutral; grant reimbursement of $75,000)

INITIATOR:
James Banta, Fire Chief

DEPARTMENT:
Fire Rescue

DESCRIPTION/BACKGROUND:
Marion County Fire Rescue (MCFR) was awarded funding under the FY 2025-26 Florida Department of Law Enforcement (FDLE) drone replacement program, established through a $25 million legislative appropriation to assist public safety agencies in replacing noncompliant drones and purchasing new drones. The program supports compliance with Florida Statutes Section 934.50 and Florida Administrative Code Rule 60GG-2.0075, which limit governmental use to state-approved platforms.

Through this award, MCFR will receive reimbursement for three compliant unmanned aerial systems (UAS) valued at up to $25,000 each. The new equipment will expand the department's UAS program from one existing drone to four total - one additional unit for the hazardous materials team and two assigned to the technical rescue/urban search and rescue team. These resources will enhance capabilities for hazardous materials response, wide-area search, disaster assessment, and aerial situational awareness.

All purchases will comply with state and county procurement policies, and the project period runs through June 30, 2026.

BUDGET/IMPACT:
Neutral; grant reimbursement of $75,000.

RECOMMENDED ACTION:
Motion to approve the Drone Replacement Program Financial Assistance Agreement between Florida Department of Law Enforcement and Marion County Fire Rescue.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Graff (Last) Robert (First) (Dept) Fire-Rescue - 3310

(Title) Deputy Chief (Phone) (352) 427-9890

Signature [signature] Date 10/10/25

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

The FDLE released a special grant opportunity to us yesterday with a very short timeline based on low recipient requests. The deadline for application is October 14th. This is a grant award that requires no matching funds and we are requesting up to $75,000 for the purchase of 3 approved drones. This program will front the money or reimburse based on our choice.

I am aware of the time constraints and requests for the normal LRM process. This opportunity only became known yesterday and has a very quick approaching deadline.

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. 2025-1043

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 Lori.Zirkle at 11:43 am, Oct 10, 2025

Attorney Signature: [signature] Date 10/10/25

Staff Signature: Lori Zirkle (Completed) Date: 10/10/25 Returned: ☑ Department ☐ Admin ☐ _____

Drone Replacement Program Financial Assistance Agreement
between
Florida Department of Law Enforcement
and
Marion County Fire Rescue

This agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the Recipient Agency named above.

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient upon the terms and conditions hereinafter set forth, and

WHEREAS, The General Appropriations Act, 2023 Legislature, Section 123 provides approximately $25,000,000 in nonrecurring funds to the Florida Department of Law Enforcement for the Drone Replacement Program established in Chapter 2023-240, Laws of Florida, and

WHEREAS, The General Appropriations Act, 2024 Legislature, Section 147, reverted and appropriated the unexpended balance of funds for use in the 2024-2025 fiscal year, and

WHEREAS, Chapter No. 2024-228, Section 44, amended Drone Replacement Program requirements, and

WHEREAS, The General Appropriations Act, 2025 Legislature, Section 132, reverted and appropriated the unexpended balance of funds for use in the 2025-2026 fiscal year, and

WHEREAS, Chapter No. 2025-199, Section 55, amended Drone Replacement Program requirements, and

WHEREAS, Section 934.50, Florida Statutes establishes rules, regulations, and security standards for the use of drones by governmental entities, and

WHEREAS, pursuant to Rule 60GG-2.0075, Florida Administrative Code, the Department of Management Services (DMS) has published minimum security standards for drones used by governmental entities; and

WHEREAS, the Recipient seeks to receive funding to purchase a drone that meets required minimum security standards.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree to this agreement as follows:

This agreement is subject to all applicable state financial assistance standard conditions provided in **Appendix B.**

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

FDLE will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. for state financial assistance. The Recipient shall perform all tasks, activities, and provide deliverables, including reports, as specified in this agreement. FDLE's determination of acceptable expenditures shall be conclusive.

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances

contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Expenditures of state financial assistance shall be compliant with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures published by the Florida Department of Financial Services.

OVERVIEW AND FUNDING

Project Title: FY2025-26 Drone Replacement Program

Project Start Date: 07/01/2025 **Project End Date:** 06/30/2026

Program Activities and Scope of Work

The Florida Legislature amended Section 934.50, Florida Statutes during the 2022 session. By July 1, 2022 governmental agencies using any drone not produced by an approved manufacturer must implement a plan to discontinue the use of the such drone by January 1, 2023. This grant provides funding for the Recipient to purchase drones that meet the compliance requirements outlined in Rule 60GG-2.0075, Florida Administrative Code.

The Recipient must prepare a Drone Funding Request Form (**Appendix A**) to receive funding under the revised program guidelines in Chapter 2025-199, Section 55, Laws of Florida. This form includes information about the recipient agency and how many drones they anticipate purchasing. The Department will review the request and allocate funding based on the information provided. The Recipient will be awarded funds, not to exceed $25,000 per compliant drone, approved by the Department on the Drone Funding Request Form (**Appendix A**).

DELIVERABLES

As stated in the scope and responsibilities above, the Recipient shall purchase new drones that are compliant with Rule 60GG-2.0075, Florida Administrative Code.

DISTRIBUTION AND PAYMENTS

This award is a cost-reimbursement agreement with the ability to request a cash advance. The Recipient will be awarded funds, not to exceed $25,000 for each compliant drone approved to purchase under this award.

Any funds paid in excess of the amount to which the participating agency is entitled under the terms and conditions of the agreement must be refunded to FDLE. Factual misrepresentations of drone purchases or other certifications will result in the loss of funding.

Funds under this agreement will be disbursed when all the following criteria are met:

- Executed agreement is signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us;
- The Drone Funding Request Form (Appendix A) is prepared and signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us; and
- Criteria is met for Option 1 (Reimbursement) or Option 2 (Cash Advance):

  Option 1 = Reimbursement: The Recipient may use its own funds to purchase the compliant drone and provide documentation related to the purchase including: purchase order, invoice, and proof of payment (cancelled check, bank/card statement, etc.).

  Option 2 = Cash Advance: The Recipient may request a cash advance to receive program funds and subsequently purchase the compliant drone. In order to qualify for this method of payment, the Recipient must provide a valid, executed purchase order and must be ready to order the compliant drone immediately upon the receipt of advanced funds. The Recipient must

provide documentation of purchase (invoice) and proof of payment (cancelled check, bank/card statement, etc.) within 45 days of receiving the advanced funds. Failure to provide documentation within 45 days will result in the Recipient being required to submit a refund to FDLE.

FDLE GRANT MANAGEMENT CONTACTS

The following individuals can assist with any program related questions or concerns:

FDLE Grant Manager
Name: Patricia Stark
Title: Government Analyst II
Phone: 850-617-1252
Email: PatriciaStark@fdle.state.fl.us

FDLE Alternate Contact
Name: Tennille Robinette
Title: Research & Planning Administrator
Phone: 850-617-1268
Email: TennilleRobinette@fdle.state.fl.us

If you are unable to reach either member above directly, please call the Bureau of Criminal Justice Grants main line at 850-617-1250 or email OCJGSFA@fdle.state.fl.us.

RECIPIENT CONTACTS

For assistance with any contract or financial questions, the Florida Department of Law Enforcement can contact:

Contract/Grant Manager: (please print)
Name: Robert Graff
Title: Deputy Chief
Phone: 352 291 8084
Email: robert.graff@marionfl.org

Chief Official (please print)
Name: James Banta
Title: Fire Chief
Phone: 352 291 8000
Email:

Financial Contact: (please print)
Name: Cassandra Li
Title: Finance Manager
Phone: 352-291-8000
Email: cassandra.li@marionfl.org

Alternate Point-of- Contact (please print)
Name:
Title:
Phone:
Email:

Recipient's Vendor ID (FEID/EIN): 59-6000735

Please provide the Remittance/Payment Address where a check should be mailed if the Recipient is not set up for EFTs from the State of Florida:

Entity Name: Marion County Fire Rescue
Address 1: 2631 SE 3rd St
Address 2:
City, State, Zip: Ocala FLorida 34471

Award #: 3X258
CSFA: 71.092

SIGNATURES

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeovers, whiteout, etc. are not permitted.

Florida Department of Law Enforcement
Bureau of Criminal Justice Grants

Signature: _____ Date: 10/13/25

Printed Name and Title: Cody Menacof, Bureau Chief

Recipient
Marion County Fire Rescue

The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

Recipient Chief Official

Signature: _____ Date: 10/10/25

Printed Name and Title: James Banta, Fire Chief

***** If using a designee, sign the Chief Official Designee section below*****

Recipient Chief Official Designee

Signature: _____ Date: _____

Printed Name and Title: _____

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date: _____

Printed Name and Title: _____

Signature: _____ Date: _____

Printed Name and Title: _____

Award #: 3X258
CSFA: 71.092

Appendix A – Drone Funding Request Form

Recipient: Marion County Fire Rescue **County:** Marion

1. Recipient Type (select all that apply):

   ✓ New Recipient (no funds received under this program)
   Located in a fiscally constrained county
   None of the above

2. How many drone pilots do you currently have on staff? 5

3. How many additional pilots are you seeking to train/certify? 19

4. How many compliant drones do you currently have in your fleet? 1

5. How many additional drones are you seeking with these funds? 3

   Based on your request, you are seeking an award amount of $ 75,000.00
   (max reimbursement of $25,000 per drone)

   Provide any additional information we should consider when reviewing this request.

   Marion County Fire Rescue (MCFR) currently operates one compliant unmanned aircraft system (UAS) that supports mission-critical operations including structure fire overwatch, hazardous materials incidents, search and rescue, storm damage assessment, and technical rescue operations. This single aircraft has proven highly effective but leaves no redundancy for concurrent incidents, maintenance, or training use. Because Marion County is over 1600 square miles, two special operations teams provide countywide coverage from north and south locations, often managing concurrent high-risk incidents. Funding for three compliant drones will allow one aircraft for each team and one reserve unit each to ensure coverage during long scene operations, maintenance, and/or training.

By signing below, I am submitting the request to receive funding in accordance with the revised Drone Replacement Program guidelines cited above.

Signature: Robert Graff **Date:** 10/10/2025

Name/Title: Deputy Chief of Operations

****** FDLE BUREAU OF CRIMINAL JUSTICE GRANTS ONLY ******

The Recipient may purchase 3 drones and receive reimbursement of up to $25,000 each, not to exceed the award amount of $75,000.00

Authorized Official

Date 10/13/25

Appendix B – FY2025-26 State Financial Assistance Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and execution of the contract by both the Recipient and the Florida Department of Law Enforcement. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

SECTION I: PROJECT IMPLEMENTATION

Legal Authority: The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Not Operational within 60 and 90 Days: If a project is not operational within 60 days of the original start date of the award period, the Recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date. If a project is not operational within 90 days of the original start date of the award period, the Recipient must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, require additional project documentation and justifications throughout the award period. The Department will also require the Recipient provide a revised project timeline that includes all anticipated project activities, tasks, and estimated completion date(s).

SECTION II: PAYMENTS

Obligation to Pay: The State of Florida's obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

Overpayments: Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department. Any balance of unobligated cash that has been paid and has not been authorized to be retained for direct program costs in a subsequent period must be refunded to the Department.

Advance Funding (Drone Program Only): Advance funding may be provided to a Recipient upon completion and submission of the following to the assigned FDLE Grant Manager: (1) a completed "Compliant Drone Cash Advance Request" form, (2) a valid, executed Purchase Order, and (3) vendor quote(s) for the compliant drone. The request form must be signed by the Chief Official. Advanced funds must be spent on drone purchase within 30 days of receipt. In order to reconcile the Cash Advance, the Recipient must provide the invoice and proof of payment for the compliant drone to the assigned FDLE Grant Manager within 45 days of the receipt of the advanced funding. Should extenuating circumstances arise which prevent the expenditure of advance funds within 30 days of receipt, or the provision of required documentation to reconcile the funds, a written request to retain the funds must be provided by the Recipient and approved by the Department. Failure to provide documentation will result in a refund of any advanced funding.

SECTION III: PROJECT AND GRANT MANAGEMENT

Personnel Changes: The Recipient must notify the FDLE grant manager of any change in the Chief Officials or Project Director or any change in contact information, including mailing address, phone number, email, or title change.

Obligation of Grant Funds: Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the Recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the grant period of performance.

Financial Management: The Recipient must have a financial management system able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients. The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices. Recipient must have written procedures for procurement transactions.

Travel: Cost for travel shall be reimbursed at the Recipient's travel rate, but the maximum reimbursement for each type of travel cost shall not exceed rates established in State of Florida Travel Guidelines, §112.061, F.S.

Subcontracts: Recipient agrees that all employees, subcontractors, or agents performing work under the agreement shall be properly trained individuals who meet or exceed any specified training qualifications. Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this agreement, and will not assign the responsibility for this agreement to another party. If the Recipient subcontracts any or all of the work required under this agreement, the Recipient must provide a completed DFS-A2-NS (Recipient-Subrecipient vs. Vendor Determination) form and a copy of the executed subcontract within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this agreement, to the extent allowed and required by law.

Grant Adjustments: Recipients must submit a Request for Grant Adjustment to the FDLE grant manager for substantive changes such as: scope modifications, changes to project activities, target populations, service providers, implementation schedules, project director, designs or research plans set forth in the approved agreement, and for any budget changes affecting a cost category that was not included in the original budget. Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval, as long as the funds are transferred to an existing line item. Adjustments are required when there will be a transfer of 10% or more of the total budget between budget categories. Under no circumstances can transfers of funds increase the total award. Requests for changes to the grant agreement must be signed by the Recipient or Implementing Agency's chief official or the chief official's designee. All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

Property Management: The Recipient shall establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

SECTION IV: MANDATORY DISCLOSURES

Conflict of Interest: The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to the Department.

Violations of Criminal Law: The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

Convicted Vendors: The Recipient shall disclose to the Department if it, or any of its affiliates, as defined in §287.133(1)(a) F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any activities listed in the agreement for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Vendors on Scrutinized Companies Lists: If this agreement is in the amount of $1 million or more, Recipient certifies upon executing this agreement, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, F.S., or engaged in business operations in Cuba or Syria. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

Discriminatory Vendors: The Recipient shall disclose to the Department if it or any of its affiliates, as defined by §287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to §287.134, F.S. may not a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; c) submit bids, proposals, or replies on leases of real property to a public entity; d) be awarded or perform work as a contractor, subcontractor, Recipient, supplier, subrecipient, or consultant under a contract or agreement with any public entity; or e) transact business with any public entity.

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct: The Recipient must promptly refer to the Department of Law Enforcement, Bureau of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Non-Disclosure Agreements: Restrictions and certifications regarding non- disclosure agreements and related matters Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressively authorized to do so from the Department.

SECTION V: COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

In performing its obligations under this agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this agreement. The following are examples of rules and regulations that govern Recipient's performance under this agreement.

Lobbying Prohibited: The Recipient shall comply with the provisions of 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may

be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

State of Florida E.O. 20-44: Public-Private Partnerships: Any entity named in statute with which the agency must form a sole-source, public-private agreement; and any nongovernmental Recipient receiving 50% or more of their annual budget from any combination of state or federal funding must submit an annual report to the Bureau of Criminal Justice Grants. The report must include the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, the Recipient must agree through appropriate contract or grant agreement amendment to inform the agency of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Recipient.

Civil Rights: The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

E-Verify: The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435 F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

Public Records: As required by 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in 119.011(12), F.S.as prescribed by 119.07(1) F.S., made or received by the Recipient in conjunction with this agreement, except 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 contract, for which the Department may unilaterally terminate this agreement.

Independent Contractor, Subcontracting and Assignments: In performing its obligations under this agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

Timely Payment of Subcontractors: To the extent that a subcontract provides for payment after Recipient's receipt of payment from the Department, the Recipient shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with §287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Recipient and paid by the Recipient to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

Notice of Legal Actions: The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

Property: In accordance with 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Recipient granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

SECTION VI: RECORDS, AUDITS, AND INFORMATION SECURITY

Records Retention: Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement shall be maintained by the Recipient during the term of this agreement and retained for a period of five (5) years after completion of the agreement or longer when required by law. In the event an audit is required under this agreement, records shall be retained for a minimum period of five years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this agreement, at no additional cost to the Department. Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record. These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

Records Inspection: Pursuant to Section 216.1366, F.S., in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records , papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

Monitoring: The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP). The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with 215.971, F.S. Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions on the Recipient's access to funds, and/or referral to the Office of the Inspector General for audit review.

Florida Single Audit Act (FSAA): The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.). In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year, the Recipient must have a single audit or project-specific audit in accordance with §215.97, F.S. and the applicable rules of the Department of Financial Services and the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Law Enforcement, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of 215.97, F.S., is not required. In the event that the Recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of 215.97, F.S., 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). Pursuant to 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with §215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the Recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes. Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement:
Florida Department of Law Enforcement
Bureau of Criminal Justice Grants
ATTN: State Financial Assistance
Post Office Box 1489 Tallahassee, Florida 32302-1489

The Auditor General's Office at:
Auditor General's Office, Room 401
Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Criminal Justice Information Data Security: Acceptance of this award, constitutes understanding that transmission of Criminal Justice Information (CJI) between locations must be encrypted to conform to the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy.

Recipient's Confidential and Exempt Information: By executing this agreement, the Recipient acknowledges that any information not marked as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to 215.985, F.S. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential. Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

SECTION VII: PENALTIES, TERMINATION, DISPUTE RESOLUTION, AND LIABILITY

Financial Penalties for Failure to Take Corrective Action: Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

Termination: The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I. Section 24(a), of the Florida Constitution and §119.07(1), F.S. The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any

submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole. The agreement may be executed in any number of counterparts, any one of which may be taken as an original. In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

Disputes and Appeals: The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S. After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this agreement.

Liability: Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor. Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract. Nothing shall be construed affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in 768.28, F.S.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21018 **Agenda Date:** 11/4/2025 **Agenda No.:** 7.2.1.

SUBJECT:
Request Approval of the Resolution for the Revision of the Employee Handbook (Budget Impact - None)

INITIATOR:
Sara Caron, Director

DEPARTMENT:
Human Resources

DESCRIPTION/BACKGROUND:
The Human Resources Director was recently tasked with conducting a review of several sections of the current handbook. The proposed revisions presented within this agenda item will streamline processes, help retain employees, and promote the best interest of the County. The handbook revisions are attached, as well as a list summarizing the notable changes.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to approve and authorize the Chairman and Clerk to execute the attached resolution for the revisions of the Employee Handbook with an effective date of November 4, 2025.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Wieselberg (Last) Natalie (First) (Dept) Human Resources - 2520

(Title) Administrative Staff Assistant (Phone) 352-438-2359

Signature Natalie Wieselberg Date Tuesday, October 7, 2025

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

Approve the attached Resolution to review the Employee Handbook. Effective date 11/4/2025.

For more information or discussion, contact: ☐ Same as above

(Name) Sara (Last) Caron (First) (Title) Human Resources Director (Phone) 352-438-2351

Agenda Item? ☑ Yes ☐ No Agenda Date: Tuesday, November 4, 2025

Agenda Deadline Date for **Legal:** Friday, October 10, 2025 Agenda Deadline Date for **Admin:** Thursday, October 23, 2025

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. 2025-1015

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:

RECEIVED
By Lori.Zirkle at 4:26 pm, Oct 07, 2025

Attorney Signature: D Olesky Date 10/15/2025

Staff Signature: V Ryder (Completed) Date: 10/15/2025 Returned: ☑ Department ☐ Admin ☐ _____

RESOLUTION 25 R-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, ADOPTING THE 2025 MARION COUNTY BOARD OF COUNTY COMMISSIONERS' EMPLOYEE HANDBOOK AND REPEALING ALL PRIOR EMPLOYEE HANDBOOKS.

WHEREAS, the Board of County Commissioners (the Board) periodically adopts, by resolution, revisions to the Marion County Board of County Commissioners' Employee Handbook in order to keep the handbook current; and

WHEREAS, the Human Resources Department recently completed a review of the entire Employee Handbook, and the Director of Human Resources recommends that the Board adopt changes to Section 3, Section 4, Section 6, Section 8, Section 9, Section 11, Section 12, Section 15 and Section 16 at this time; and

WHEREAS, it is the desire of the Board of County Commissioners of Marion County, Florida, to adopt the changes to Section 3, Section 4, Section 6, Section 8, Section 9, Section 11, Section 12, Section 15 and Section 16 of the Marion County Board of County Commissioners' Employee Handbook; and

WHEREAS, the aforementioned Employee Handbook shall supersede all previous Marion County Board of County Commissioners' Employee Handbooks; and

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

Section 1. The 2025 Marion County Board of County Commissioners Employee Handbook, as more particularly set forth in Attachment 1, attached hereto is hereby approved; and

Section 2. The 2025 Marion County Employee Handbook shall supersede any and all previous Marion County Board of County Commissioners' Employee Handbooks.

Section 3. Effective Date. This resolution shall take effect as of November 4, 2025.

DULY RESOLVED this 4th day of November 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
GREGORY C. HARRELL, CLERK

_____
KATHY BRYANT, CHAIRMAN

2025 Proposed Employee Handbook Changes

Page	Topic	Changes
31	Carry over	Carry over limit date has changed to December 31 each year, instead of the last day of the payroll calendar
36	Safety Incentive	Updates the handbook to match the safety policy wording on when incentive hours will be calculated and issued.
40	FMLA	Reduces extension period before HR can give a medical separation notice, from two pay periods to one pay period
46	Holidays	Includes Good Friday
52	Probationary Dismissal	Number 4: employees terminated during a demotion or extended probationary period have no right to appeal
52	Training Status	Clarifies objectives during training status, clarifies evaluations and merit increases
56	Trainee Status Salary	Trainee status salaried employees will not be eligible for a *special* merit increase while on the training plan
62	Workers' Compensation	Grammar corrections; removes second opinion option
62/63	Tuition Reimbursement	Number 4, Item d, clarifies that reimbursement will only be for tuition
66	Employee Evaluations	Changes wording from "appraisals" to "evaluations"; clarifies on when an evaluation for a separating employee is required before processing separation in Tyler
74-76	Grievance Process	Clarifies grievance process
77	Investigations	Clarifies that if the HR Director conducts an investigation, it is within their scope and authority to make a final determination on disciplinary action up to and including dismissal without a pre-termination or pre-disciplinary hearing
83-85	Trainings	Clarifies required trainings; supervisory training requirements, and supervisory refresher training
86-88	Transitional Work Period	Changes transitional work time period from four months to eight (8) weeks. (Please note, item 3 – once a transitional period has exhausted, the employee will work with HR to find another position within the County that can meet the accommodations or restrictions.)

EMPLOYEE HANDBOOK

Marion County Board of County Commissioners

Empowering Marion for Success!

(Effective September 6, 2023)

Marion County Board of County Commissioners Employee Handbook

(Effective September 6, 2023)

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SECTION 1

GENERAL PROVISIONS

1.1 GENERAL POLICY

It is the policy of the Marion County Board of County Commissioners to:

1. Attract and recruit the best qualified candidates for employment from the competitive market on the basis of their character, cultural fit, ability, knowledge, skills, and demonstrated performance;
2. Create a positive and productive employment environment by providing opportunity for development, involvement, and advancement within the system;
3. Retain the best qualified employees through a competitive, fair, and engaging work environment;
4. Provide reasonable compensation, benefits, assurances, and safeguards to its employees;
5. Ensure that all job opportunities are equally available to all applicants and employees regardless of race, color, religion, sex, marital status, age, national origin, political affiliation, or disability, except when the disability is job related and cannot be reasonably accommodated.

1.2 PURPOSE

1. The purpose of this handbook is to foster a positive employment environment of mutual benefit and protection to both the employee and the county while encouraging employee and public confidence in the organization, consistent with the policies of the Board of County Commissioners.
2. The personnel system will provide a means of equitable recruitment, selection, development, and retention and ensure that:
    a. Classification and Pay Plans shall be adopted that shall conform to the principles of like pay for like work.
    b. Employment in the service of Marion County shall be made attractive as a career.
    c. Each employee shall be encouraged to render his/her best service to the County.
    d. High morale will be maintained by fair administration of polices and by consideration of the rights and interests of the employees consistent with the best interest of the citizens of the County.
    e. The relationship between County management and its employees shall be open and direct.

1.3 POLICY ON EQUAL EMPLOYMENT OPPORTUNITY

It shall be the continuing policy of the Marion County Board of County Commissioners to afford equality of opportunity for employment to all persons without regard to race, color, religion, sex, marital status, age, national origin, political affiliation, or disability, except when the disability is job related and cannot be reasonably accommodated. Persons shall be judged by such factors as their qualifications when seeking employment and in no case shall hiring, training, promotion, or advancement opportunities, rates of pay, conditions of employment, performance ratings, discipline or termination be influenced, made or withheld on the basis of the above cited factors. Programs and benefits offered to County employees shall also be afforded without regard to the above cited factors except as required or allowed by law.

1.4 ADMINISTRATION AND AMENDMENT

1. These policies and procedures shall be implemented consistent with applicable state and federal law governing the employment relationship.
2. The County Administrator shall:
    a. Be responsible for the preparation and updating the handbook. Any proposed amendments/changes associated with the contents of this Handbook shall be subject to Departmental and Division review and be subject to approval of the Board of County Commissioners.
    b. Promote and improve employee relations.
    c. Establish a fair, consistent, and expeditious program for processing of employee grievances and disciplinary actions in a manner that is consistent with relevant principles of due process of law.
    d. Establish fair and consistent hiring practices to be followed by County Administration and Department management personnel.
    e. Establish practices concerning promotion, demotion, classifications, reclassification, title changes, and vacancies.
    f. Establish procedures for the suspension, placement on administrative leave, or termination of employees.
    g. Change or amend policy or procedural guidelines when such an amendment is necessary to promote the efficiency of the County government and remove ambiguities in interpretation. All such amendments/changes shall be made available to any interested employee or person. All such amendments or changes to handbook policy must be approved by the Board of County Commissioners.
3. The Human Resources Director, Assistant County Administrator, Department Directors, and all supervisory personnel will be responsible for the proper and effective administration of this Handbook within their respective areas of responsibility.

1.5 DIVISION/ DEPARTMENT POLICIES

1. Any Division/ Department policies or procedures associated with the contents of this manual may serve as supplements to this Handbook. In the event of conflict in any section, the County Handbook shall prevail.
2. Any Division/ Department policy and procedure will be submitted through the Human Resources Director to the County Administrator for approval with regard to conformity to this Handbook.

SECTION 2

STANDARDS OF CONDUCT

2.1 POLICY OF THE COUNTY

1. Marion County is committed to the establishment and maintenance of a human resources system of personnel management that is fair and consistent in the implementation of policies and provides exemplary customer service to the community by employing and retaining individuals of the highest caliber who display our core values in the performance of their duties.
2. Employees are encouraged to develop skills and seek formal training that will enhance their personal development and add to their overall experience within the organization.
3. It is the policy of the County to expect from its employees compliance with all Policies, Procedures, State Statutes, and Federal Regulations in the performance of their duties, as well as compliance with all safety rules and standards. An employee who violates any of these policies and procedures may be subject to disciplinary action.

2.2 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

1. The County is committed to ensuring that all applicants, employees, and volunteers are afforded equal opportunities in the workplace.
2. All applicants and employees shall be afforded equal employment opportunities regardless of race, color, age, gender (including pregnancy status), religion, national origin, disability status, marital status, genetic information or any other status protected by the law except where such factor is a bona fide occupational qualification or is required or is otherwise a permissible consideration by State or Federal law.
3. The County is committed to a policy of fairness and equity for all employees and will give every employee the opportunity to achieve maximum potential.
4. Applicants and employees who meet all necessary employment standards and are otherwise qualified shall be provided reasonable accommodation(s) and access for known disabilities, providing that the accommodation will not create an undue hardship on the employer and/or prevent the proper performance of the essential duties and responsibilities of the job. Physical standards will be fair, reasonable, and adapted to the requirements of the job. Such standards will be based on complete, factual information regarding working conditions, hazards, and essential physical or mental requirements of each job. Physical standards will not be used to arbitrarily eliminate disabled persons from consideration.
5. The County Administrator shall designate the Human Resources Director to serve as the Equal Opportunity Employment Officer to administer, coordinate, and supervise all equal employment concepts, projects, and the Affirmative Action Plan.
6. The County shall take affirmative action as called for by applicable laws and

Executive Orders to ensure that minority group individuals, females, disabled veterans, recently separated veterans, other protected veterans, Armed Forces service medal veterans, and qualified disabled persons are introduced into our workforce and considered for promotional opportunities.

2.3 AMERICANS WITH DISABILITY ACT COMPLIANCE

It is the policy of the Board of County Commissioners to comply at all times with the provisions of the Americans with Disabilities Act of 1990 (ADA) and ADA Amendments Act of 2008 (ADAAA). The County will act positively to provide reasonable accommodations to a qualified individual so that the person might be able to perform the essential functions of a position in the agency. The essential functions of a job, including any written position description will be used in determining an individual's qualification for protection under the ADA.

2.4 CODE OF ETHICS

1. It is the policy of Marion County that Chapter 112, Part III, Florida Statutes, Code of Ethics shall be adhered to by all County employees. All employees should govern themselves positively so ethical situations do not reflect negatively upon themselves or the County.
2. Conflicts of Interest: No County employee shall engage in any act which is a conflict of interest, or creates an appearance of a conflict of interest, within the performance of their official duties. Conflicts of interests are any direct or indirect monetary or material benefits accruing to a County employee as a result of a contract or transaction which is or may be the subject of an official act or action by or with the County. No employee may use, or corruptly attempt to use, his or her official position or any property or resource within his or her trust, or perform his or her official duties to obtain a special privilege, benefit or exemption for himself or herself or others. County employees may not receive County-provided services that are not available to the public, unless authorized by the Board of County Commissioners through approved personnel policies or other directives.
3. Whenever an Assistant County Administrator or Department Director requires a County service that could reasonably appear to be of exceptional benefit not available to the public, they must obtain written approval from the County Administrator before engaging those services. The Board of County Commissioners must approve such an action if the County Administrator receives such services.
4. An employee shall be deemed to have a conflict of interest if the employee:
    a. Has any financial interest in any sale to the County of any goods or services when such financial interest was received with prior knowledge that the County intended to purchase the property, goods, or services or has any non-business relationship with any vendor or contractor which could reasonably be construed by a prudent person that the employee's independence, impartiality, and fairness has been compromised.

b. Solicits, accepts, or seeks a gift, gratuity, or favor from any person, firm, or corporation involved in contract or transaction which is or may be the subject of official action by the County.

c. Directly or indirectly gives or receives, or agrees to receive compensation, gift, reward, commission, or gratuity from any source except the County or those groups approved by the County Administrator, or designee for any matter directly connected with or related to his or her official services as an employee of the County.

d. Engages in, accepts employment from, or provides services for private interests for any compensation or consideration having monetary value when such employment or service is incompatible with the proper discharge of official duties.

e. Participates in his or her capacity as a County employee in issuing of a purchase order or contract in which he or she has a private pecuniary interest, directly or indirectly.

f. Discloses or uses without authorization confidential information concerning property or affairs of the County to advance a private interest with respect to any contract or transaction which is or may be the subject of official action of the County.

g. Has an employment related financial or personal interest in any legislation coming before the County Commission and participates in discussion with or gives an official opinion to the County Commission on the nature and extent of such interest.

5. No employee of the County shall request, use, or permit the use of County-owned vehicles, clothing, equipment, materials, or other property for unauthorized personal convenience, for profit, for private use, or as part of secondary employment. Use of County property is for the conduct of official business only.

6. Authorized personal uses may include taking an assigned County vehicle to lunch on workdays as needed or momentary stops at convenience stores when the travel is in conjunction with official or authorized business. However, Assistant County Administrator and Department Directors may be assigned a County vehicle for their convenience and may use their vehicle beyond the scope of this section, if approved by the County Administrator.

7. Employees shall not alter, falsify, destroy, mutilate, backdate, or fail to make required entries on any records within their control, nor shall they allow other persons to do so.

8. No County employee may use County time or property in a manner to promote any political issue or candidate, or to solicit funds for any political purpose, or to influence the outcome of any election. No County employee shall hold any publicly elected office when the holding of such office would be incompatible or would substantially interfere with the discharge of official duties.

9. Recognizing that personal friendships often occur from official contact between employees

and persons engaged in official business with the County, reasonable exceptions are permitted for those occasions which are social in nature and are not predicated on the employee's ability to influence, directly or indirectly, any matter before the County. Examples of acceptable contact include: a meal or social event, exchanges of floral offerings or gifts of food to commemorate events such as illness, death, birth, holidays, promotions and does not exceed a nominal value of twenty-five dollars ($25.00). Additionally, employees shall not promote any commercial enterprise or their self-employment unless such promotion is presented to all employees of the County, the promotions are provided by Human Resources for proper handling, and the employee does not receive anything of value in promoting.

10. The County Administrator shall investigate, or cause to be investigated, all suspicions, allegations, and complaints of unethical conduct by County Employees. The County Attorney shall investigate, or cause to be investigated, all suspicions, allegations, and written complaints of unethical conduct against the County Administrator. Complaints or allegations which may be criminal in nature may be referred to an appropriate outside agency for investigation. Interpretations of this policy shall be referred to County Administration or the Human Resources Director.

2.4.1 POLICY AGAINST FRAUDULENT OR DISHONEST ACTS

1. It is the policy of Marion County that all County employees shall adhere to the County code of Ethics in Section 2.04, the Code of Ethics for Public Officers and Employees as stated in Chapter 112, Part III, Florida Statutes, and this policy against fraudulent and other dishonest acts.
2. The term fraud can be defined as, but is not limited to, any dishonest or fraudulent act(s) to include: intentional material misstatement of the financial statements, forgery or alteration of any document, misappropriation of funds, supplies, etc., improper handling or reporting of money or financial transactions, profiting by self or others as a result of inside knowledge, destruction or intentional disappearance of records, furniture, fixtures or equipment, accepting or seeking anything of material value from vendors or persons providing services or materials to the County for personal benefit, and/or any similar or related irregularity.
3. Opportunities for fraud may occur because of the following reasons: poor internal controls, management override of internal controls, collusion between employees and third parties, poor or non-existing ethical standards, lack of control over supervisors by managers, and type of organization. In those instances where internal controls need strengthening, the Internal Auditor may be consulted for assistance on how to enhance those controls.
4. Managers at all levels of County management are expected to set the appropriate tone by displaying the proper attitude toward complying with laws, rules, regulations, and policies.
5. Managers are responsible for establishing and maintaining proper internal controls to provide for the security and accountability of the resources entrusted to them.
6. Managers should be cognizant of the risks and exposures inherent in their areas

of responsibility, and be alert for the symptoms of fraudulent or other dishonest acts.

7. All employees are encouraged to be alert for possible fraud and are required to promptly report any suspected fraud.
8. Reporting – Any employee who has knowledge or a reasonable suspicion that a fraudulent or other dishonest act has occurred should report it through the chain of command (supervisor, department director, Executive Director, Assistant County Administrators or County Administrator). If the employee has reason to believe that the employee's supervisor is involved, the employee shall report the suspected fraud to the department director. However, if the employee believes that the department director is involved in a fraud, then he or she shall notify the Assistant County Administrator or County Administrator directly. Supervisors and managers at all levels of management who become aware of suspected fraudulent and dishonest activity are to respond in a consistent and appropriate manner and shall report the suspected activity to the next level in the chain of command to the fullest extent practicable. Employees may report their suspicions directly to the Clerk of the Circuit Court, Internal Audit Division. Although employees are encouraged to identify themselves and otherwise cooperate in the process, employees may remain anonymous if they so desire. However, specific information is necessary to allow for full investigation. Employees are required to cooperate fully in any subsequent investigation. The Internal Audit division will notify the County Administrator of the reported allegation if the allegation appears reasonable. A member of the public with knowledge or reasonable suspicion of fraud, waste or abuse is encouraged to contact the Internal Audit Division with specific and detailed information regarding the suspected fraudulent conduct.
9. Investigation – The County Administrator shall investigate, or cause to be investigated, all suspicions, allegations, and complaints of unethical or fraudulent conduct by County employees. Should the County Administrator determine assistance is needed;, the County Administrator will promptly notify the Clerk of the Circuit Court to request the assistance of the Internal Audit Division. The County Attorney, with the approval of the BCC Chairman, shall investigate, or cause to be investigated, all suspicions, allegations, and written complaints of unethical or fraudulent conduct against the County Administrator. Complaints or allegations which may be criminal in nature may be referred to an appropriate outside agency for investigation. Interpretations of this policy shall be referred to County Administration or the Human Resources Director. All employees shall cooperate during the investigation.
10. The County Administrator or Designee will determine the appropriate action upon completion of the investigation, which may include disciplinary action.
11. The County makes every attempt to protect employees from retaliatory action due to reports of suspected fraud in accordance with section 112.3187, Florida Statutes (Whistle-blower Act). The Act protects an employee from retaliatory action by an organization against an employee who reports an appropriate contractor that creates a substantial and specific danger to the public's health, safety, or welfare. Additionally, the Act protects employees reporting improper use of a government office, gross waste of funds, or any other abuse or neglect of duty on the part of an agency, public officer, or employee.

2.5 POLITICAL ACTIVITY

1. County employees shall not use their official authority or influence for the purpose of interfering with an election or a nomination of office, for influencing another person's vote, or affecting the result thereof.
2. No employee, official, or other person shall solicit verbally, by letter or in any other manner, any assessments, petitions, contributions, or services for any political party or individual candidate from any employee during their hours of duty, service, or work with the County.
3. Nothing herein contained shall be construed to restrict the right of the employee to hold membership in and support a political party, to vote as they choose, to express opinion on all political subjects and candidates, to maintain political neutrality, to attend political meetings after working hours, or to campaign actively during off-duty hours in all areas of political activity.

2.6 EMPLOYMENT OF RELATIVES

The intent of this provision is to restrict the employment of relatives within the County departments/offices and prohibit preferential treatment or favoritism such relationships may cause. For the purpose of this policy, "relative" is a father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister. The County will exercise sound business judgment in the placement of related employees in accordance with the following guidelines:

1. In compliance with Florida Statute 112.3135, no relative of a County employee may be appointed, employed, promoted or transferred within the same Department/program where a relative of the individual has direct supervision, jurisdiction, or control over the position.
2. No relatives permitted to work in the same work unit or in any other positions in which the County believes an inherent conflict of interest may exist. Additionally, no employee is permitted to report directly to a relative.
3. If, while employed by the County, individuals become related by marriage or adoption, all stipulations in 2.6.1 and the following policy shall apply:
    a. If neither individual has direct in-line supervision, control, nor jurisdiction over the other nor work in the same work unit, both employees may retain their positions.
    b. Should marriage or adoption occur between the supervisor and a subordinate employee, one of the employees must transfer to end the supervisory relationship, if possible, or if not possible, be terminated from the position.

c. If the employees cannot decide who is to be transferred or terminated within thirty (30) days, the County will make the decision.

2.7 OUTSIDE EMPLOYMENT AND ACTIVITIES

1. Employees of the County shall not engage in any outside employment, enterprise, or other activities, whether paid or unpaid, which would interfere, be inconsistent, incompatible, or in legal, ethical, or technical conflict with their duties as County employees or with the functions and responsibilities of the Department or office for which they work.
2. Any County employee who engages in non-County employment or activity shall not be able to receive Workers' Compensation or a disability plan when illness, injury, or disability results from such outside employment or other activities.
3. Employees must complete the Outside Employment form and have their Department Director, Assistant County Administrator, and Human Resources Director sign prior to engaging in outside or self-employment or other activities. A new form is required if the employee changes positions within the county and any denial shall follow the same process.
4. Permission to engage in outside employment or other activities may be denied or withdrawn at any time when it is determined by the approving authority such activity interferes with the employee's production, efficiency, causes a discredit to, or is in conflict with the interests of the County.

2.8 RELEASE OF INFORMATION (PUBLIC RECORDS)

1. Florida Statutes defines public records as "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance in connection with the transaction of official business by any agency." Additionally, "every person who has custody of a public record shall permit the record to be inspected and examined by any person desiring to do so, at any reasonable time, under reasonable conditions."
2. As County employees, we are all responsible for the proper handling of public records. This section on public records is not intended to answer all questions that may arise regarding public records requests. It is only a partial guide concerning public records. Questions or concerns about public records should be directed to your Department Director or the County Attorney's office. Routine and usual public records requests may be processed normally within each department. Department Directors must be informed of public records requests that are significant or those that are not routine or usual and the Director shall inform Assistant County Administrator or Administration of these types of requests.
3. Unless release of information is a normal part of their duties, an employee will refer all inquiries to the Assistant County Administrator or Department Director. It is not the intent of the County to be secretive or to withhold information, but to ensure that all

information released is true and accurate.

4. Public records are open for inspection by any person at any reasonable time. The request for a public record does not have to be written, nor does the requesting person have to provide a reason for the request. Employees responding to a public records request may not impose conditions on the inspection that would restrict access to the record. If part of the record is "exempt", that portion should be covered or excised, but the remainder of the record shall be available for inspection.
5. Responses to a public records request must be in a reasonable time frame. If it takes longer than the agreed date, the Assistant County Administrator or Department Director should notify the requesting individual or agency of what you have and when the other information can be produced. If it is a lengthy request, you may suggest the person write down what they are requesting so that mistakes will not occur. If they refuse, write down what they are requesting in order to make a proper response. In any case, public records requests must be responded to and the request does not have to be in written form. Employees responding to a public records request must retain all correspondence or notes related to the public records request.
6. It is important to note that any document or record that we create (including paper "sticky" notes) is a public record and must be maintained or destroyed in accordance with the instructions written in the Florida General Records Schedule for Local Government Agencies. (Note: E-mail not prepared in connection with official agency business does not fall within the Florida Supreme Court's definition of public records and need not be retained. For example, a written note or E-mail reminding another employee of a private birthday party would not be public record. However, "sticky" notes and other attachments that are prepared in connection with agency business would be public record).
7. Employees have no right of personal privacy in any material created, stored in, received, or sent over the Department's E-mail system.
8. Failure to provide proper control over public records, including responding to public records requests, can lead to an investigation by the State Attorney's Office.

2.9 SOLICITATION AND DISTRIBUTION

1. Employee contributions to recognized charitable organizations are purely voluntary. No coercion of an employee to make contributions shall be permitted. Employees are prohibited from soliciting any other employees of the County on behalf of any organization, including any labor union, labor organizations, or employee organizations during working hours or the working hours of employees solicited unless the solicitation has been expressly approved by the County Administrator.
2. Employees are prohibited from distributing literature which tends to promote any organization, including any labor unions, labor organizations, or employee organizations during working hours or in any area where County work is being performed. Distribution of County sanctioned programs is not restricted by this

policy.

2.10 USE OF COUNTY PROPERTY

1. General Use:
    a. Employees are expected to exercise reasonable care in safekeeping, use and preservation of County equipment, tools, vehicles, materials, uniforms, etc. Employees shall return in good condition any County property upon the request of their supervisor.
    b. All employees shall promptly report in writing to their supervisors the loss, damage, or unserviceable condition of any County property. Supervisors shall then forward the report to the Department Director.
    c. Negligence in the use and care of County property including abuse, misuse, willful or negligent loss or destruction, can result in disciplinary action and/or restitution. Serious cases may result in civil or criminal action.
    d. Personal use of County equipment, materials, tools, supplies, etc., is not permitted and may constitute a criminal offense. Where any County equipment, materials, tools, supplies, etc., are to be used for any non-County purpose (e.g. a civic or charity event), the Assistant County Administrator, must approve of it in writing in advance.
    e. County property may be assigned to employees for use at home based upon position responsibilities when such home use promotes the effectiveness of office operations for the benefit of County personnel and the public.
    f. In all cases, the use of equipment outside of the County shall be limited to County related work and no equipment can be utilized for the personal benefit of any employee or family member. All use of equipment must have prior authorization by the Assistant County Administrator.
    g. Use of County vehicles will be in accordance with the Risk & Benefits Procedure Manual, dated November 2021 or as modified thereafter.
2. Telecommunications:
    a. County telephones, cellular phones, and related equipment are to be used only for the performance of County business. Assistant County Administrator and Department Directors are responsible for the proper care, security, and usage of telephones and related equipment assigned to their areas.
    b. The printed record of a telephone call, generated and distributed from a communications provider, is public record and as such, is subject to the standards applied to public records.
    c. Employees who lose their assigned cellular phone or pager and it is determined to be lost due to an act of negligence, may be required to reimburse the County for the replacement cost of the cellular phone or pager. An employee may be

obligated to reimburse the County for any personal cell phone use.

d. Unauthorized use of camera/photo cellular phones or other electronic devices to create or transmit images of County employees, work areas, or County documents is prohibited. Use of camera/photo phones are strictly prohibited in restricted access areas and areas where privacy would be expected (e.g., locker rooms, rest rooms, showers).

3. Internet Use:
    a. County employees may be approved for access to the internet at the office based upon the position of responsibilities when such use promotes the effectiveness of office operations for the benefit of County personnel and the public.
    b. Internet use will be in accordance with current Administrative Policies.
4. County Vehicle:
    a. When driving a county vehicle, employees may not read or respond to emails or text messages.
    b. Employees are required to use safety belts while operating or riding in any County motor vehicle in accordance with FL State Statute 316.614. Drivers are required to enforce the use of seatbelts in all county vehicles for passengers in the front seat.
    c. There shall be no smoking of any kind in a county vehicle.

Please refer to Risk and Benefits Services Safe Use of County Vehicles Procedure #C6 for additional guidelines, procedures and requirements.

2.11 DRESS AND APPEARANCE

1. County employees are expected to maintain high personal, moral, and ethical standards. One of the most noticeable expressions of these personal standards is dress and appearance.

2. Work attire that is appropriate for employees in one department may not be appropriate in another. Work clothes and uniforms that are provided for many department employees generally set the standard for their function. Issued work clothes or uniforms must be properly worn by the assigned employee. Determination of an employee's specific dress and appearance is a Department Director's responsibility and will be treated as such. Personal appearance standards are to be established in departmental rules, subject to approval of the Assistant County Administrator.

3. Where County uniforms are required, they shall be worn only while on duty conducting County business. County uniforms shall not be altered in any way or embellished with non-authorized pins, emblems, insignias, etc.
4. An employee may not wear a County uniform while engaging or participating in

any activity that may reflect poorly on the County.

5. Workplace attire shall reflect the County's core values and respect its diverse culture. An employee's attire must be free of any offensive, political or discriminatory words or slogans.

2.12 DRIVING RECORDS

1. Any employee who is required as a condition of employment to possess and maintain a valid Florida driver's license will immediately, upon his or her knowledge, inform their supervisor should his or her license become denied, expired, restricted, suspended, or revoked.
2. Any employee who receives a traffic citation while driving a County vehicle or personal vehicle will inform their supervisor no later than the next working day following the circumstances regarding the citation.
3. Periodic checks of employee driving records may be conducted by the County in order to ensure adherence to this policy.

2.13 SUBSTANCE ABUSE PROGRAM

The County acknowledges the importance of establishing and maintaining a drug free workplace, complying with all regulations related to drug use, including the Federal Drug Free Workplace Act of 1988 and the Omnibus Transportation Employee Testing Act of 1991.

1. Definitions:
    a. Drug/Substance Abuse: Includes the use of illicit or misuse of controlled substances, alcohol, or other psychoactive drugs.
    b. Safety Sensitive Positions: A position in which having illicit drugs in one's system or a blood-alcohol level equal to or in excess of .02 percent constitutes an immediate and direct threat to public health and safety; where such position requires the employee: use of a commercial driver's license; to carry a firearm; to perform life-threatening procedures; work with confidential information or documents pertaining to criminal investigations; or work with controlled substances; and/or a position in which momentary lapse in attention could result in injury or death to another person.
    c. Controlled Substances: A drug, alcohol, narcotic, or mind-altering substance which includes, but is not limited to alcohol, amphetamines, barbiturates, benzodiazepines, hallucinogens, methadone, methaqualone, opiates, morphine, cocaine, cannabinoids, phencyclidine, propoxyphene, narcotics, steroids, synthetic narcotics, designer drugs, or any metabolite of the previously mentioned substances.
2. Procedure:
    a. The manufacture, use, possession, or distribution of illicit or non-prescribed

controlled substances on the job or on County property is strictly prohibited. Employees are required to report to work in a fit condition for duty. Having illicit drugs in one's system or a blood-alcohol level equal to or in excess of .02 percent is strictly prohibited.

b. Employees that manufacture, possess, use or distribute drugs on the job or on County property shall be subject to administrative action up to and including termination of employment. Any confiscated drugs or contraband will be turned over to local law enforcement officials.

c. An employee taking a legally prescribed medication that may alter his or her ability to safely perform their job duties must report these medications to the Employee Health Clinic prior to reporting to work with the drugs in their system. A member of the medical staff will counsel the employee on any restrictions to their work duty status. The Clinic will notify the respective supervisor of the employee's status. An employee's failure to report any medication that may cause drowsiness or impair his or her ability to safely perform his or her job duties will be considered a violation of this policy and the employee shall be subject to administrative action, up to and including termination of employment.

d. Drug abuse and alcoholism are recognized as an illness and/or disorder.

Therefore, any employee that seeks help on a voluntary basis, prior to reasonable suspicion or drug/alcohol testing, will be offered treatment through the County's contract providers under the benefits specified under the County's group health insurance program. The employee will be asked to sign an agreement with the Employee Health Clinic authorizing the clinic to receive notification of attendance, progress, and recommendations from their Substance Abuse Professional concerning the employee's work duty status and follow-up controlled substance screening. Voluntary enrollment into a substance abuse program is protected by confidentiality laws.

e. An employee that fails to comply with a treatment program and/or has a positive follow-up controlled substance screen will not be offered further job protection and shall be immediately suspended without pay pending termination of employment.

f. Employees that do not voluntarily seek help but whose work performance or behavior indicates possible substance abuse will be required to submit to a reasonable suspicion drug/alcohol test.

g. Any employee who refuses to submit to test for drugs or alcohol pursuant to this policy, shall be presumed, in the absence of clear and convincing evidence to the contrary, as having illicit drugs in his or her system or a blood-alcohol level equal to or in excess of .02 percent.

h. The provisions of Section 440.102(8), Florida Statutes will govern the release of any information, interviews, reports, statements, memoranda, and drug and/or alcohol testing results received by the County through the Drug Free Workplace and Testing Program.

3. Employee Testing:

a. Pre-employment: Any applicant made a conditional offer of employment with the County will be required to take a post-offer drug urinalysis test. Those applicants whose confirmed test results indicate a presence of an illegal substance or the presence of a controlled substance that has not been prescribed by their physician will be notified by Human Resources that the job offer has been withdrawn.

b. Commercial Driver's License positions (CDL): Any applicant conditionally offered a position requiring a CDL will be required to take a drug urinalysis test. A negative test result must be received from the Medical Review Officer (MRO) before the applicant can perform any functions of their job description as mandated in the Omnibus Transportation Employee Act of 1991. Those applicants whose confirmed test results indicate the presence of a controlled substance that is an illegal substance, or one that has not been prescribed by a physician, will be notified by Human Resources that the job offer has been withdrawn.

c. Applicants who have their conditional job offer withdrawn due to failing a pre-employment drug screen shall be eligible for consideration of future employment after one (1) year. Any applicant who fails two pre-employment drug screens will not be eligible for future employment.

d. Current employees being promoted or reclassified to a position requiring a CDL will be required to take a drug and/or alcohol test in accordance with paragraph b above. Those employees whose confirmed test results indicate the presence of a controlled substance that is an illegal substance, or one that has not been prescribed by a physician, shall be subject to disciplinary action, up to and including termination of employment.

e. Any employee causing or contributing to the cause of a motor vehicle accident or property/equipment damage may be tested for alcohol and drugs following the accident. If the cause of an accident is uncertain, a drug urinalysis and breath alcohol test will be done. Workplace accidents may require testing for alcohol and/or drugs.

f. Employees operating under their CDL license are required to undergo a random testing program. Each month a computer selected, random drawing of names will be performed by the Employee Health Clinic. The selected employees will be tested for alcohol and drugs on an unannounced basis just before, during, or just after performance of their job functions. Not less than 25% of the total number of safety sensitive employees will be tested for alcohol and 50% of the total number of safety sensitive employees will be tested for drugs each calendar year, or in accordance with percentages established by Federal law. Employees refusing to test or testing positive for drugs or alcohol shall face disciplinary action, up to and including termination of employment.

g. Reasonable Suspicion: Reasonable suspicion is based on a belief that an employee is using or has used drugs and/or alcohol in violation of this policy. The belief is drawn from specific objective and articulated facts, and reasonable inferences drawn from those facts in light of experience. Approval for such testing may be authorized by the County Administrator, Assistant County Administrator, or

Human Resources Director or his or her designee. If testing is conducted based on reasonable suspicion, the Assistant County Administrator or Department Director or their designee will immediately document the circumstances which formed the basis of determination that reasonable suspicion existed to warrant the testing. The Assistant County Administrator or Department Director will notify the approving authority of the documented circumstances. Upon determination by the approving authority that reasonable suspicion testing is warranted, the approving authority will notify the Employee Health Clinic. Among other things, such facts and inferences in determining reasonable suspicion may be based upon:

h. Observable documented phenomena while at work, such as observation of drug or alcohol use or of physical symptoms or manifestations of being under the influence of a drug or alcohol.

i. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.

j. A report of drug or alcohol use provided by a reliable and credible source.

k. Evidence that an individual has tampered with any drug or alcohol test during his or her employment with the County.

l. Information that an employee has caused or contributed to a motor vehicle or workplace accident while on duty.

m. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs or alcohol while working or while on County premises, or while operating County vehicles, machinery, or equipment.

n. Reports that an employee has been arrested for use (including driving under the influence), possession, selling, solicitation, or transferring illicit drugs while on or off duty.

4. Follow-up Testing:

   a. If an employee seeks voluntary employee assistance for a drug or alcohol-related problem, he or she will be required to submit to a drug and/or alcohol screening with the County's contract providers or the employee's preferred substance abuse professional.

   b. Controlled substance screening will be conducted on an unannounced basis for a total of at least six (6) tests in the following (12) twelve months. Follow up testing will continue for two (2) years or longer as recommended by their Substance Abuse Professional. Any subsequent positive drug or alcohol screens will be considered a violation of this policy.

5. Alcohol Testing Results: In compliance with the Federal requirements concerning the treatment of CDL employees who test positive for alcohol, the following will be adhered to for all employees:

   a. An employee with a confirmed breath alcohol level of 0.001 to 0.019 while at work will receive a written reprimand and counseling on the use of alcohol within four (4)

hours of the work day. The employee will be offered referral to a Substance Abuse Counselor if the employee feels they have an alcohol or drug addiction.

b. An employee with a confirmed breath alcohol level of 0.02 to 0.039 while at work will be considered impaired and will be immediately removed from their position for at least twenty-four (24 hours), without pay, and shall be recommended for termination of employment to the Human Resources Director.

c. Employees with a confirmed breath alcohol level above 0.04 while at work will be considered impaired and will immediately be removed from their position and suspended without pay pending termination of their employment by the Human Resources Director.

6. Education and Training: The Human Resources Department will establish and provide the following training:

   a. Supervisory training may be provided on an annual basis to review the Substance Abuse Policy, signs and symptoms of impairment, drug addiction, and required testing procedures. Supervisors will be required to take this training every three (3) years.

   b. Employees required to hold a CDL as a condition of employment will be provided pre-employment training on Substance Abuse and provisions of the Omnibus Transportation Employee Testing Act of 1991. This training will contain an overview of testing requirements, testing procedures, signs and symptoms of impairment and review of the substance abuse policy. Employees will be provided with updates as appropriate.

2.14 PROHIBITION OF HARASSMENT

1. Policy: The County is committed to maintaining a work environment free of harassment whether such harassment is based on gender, sexual preference, race, national origin, disability, religion, age, or marital status. The County will not tolerate the harassment of its employees, supervisors, co-workers, vendors, customers or anyone else. All personnel are responsible for maintaining a workplace that is free of harassment and intimidation. The County is committed to promptly and thoroughly reviewing all complaints of harassment. If after a thorough investigation it is determined that harassment has occurred, immediate and appropriate disciplinary action will be taken, up to and including termination of employment.

2. Harassment is defined as the unwanted and/or verbal or nonverbal conduct which threatens, intimidates, pesters, annoys, or insults another person, where such conduct has the purpose or effect of creating an offensive, intimidating, degrading, or hostile work environment, or interferes with or adversely affects a person's work performance.

3. Sexual Harassment is defined as unwanted and unwelcome sexual advances, requests for sexual favors, and any other verbal or physical conduct of a sexual nature when:

   a. Submission to the conduct is an explicit or implicit term or condition of employment or continued employment; or

b. Submission to or rejection of the conduct is used as a basis for employment decisions affecting an employee, such as promotion, demotion, or evaluation; or

c. The conduct has the purpose or effect of interfering with an employee's work performance or creating intimidating, hostile, or offensive work environment. No supervisor shall threaten or insinuate, either explicitly or implicitly, directly or indirectly, that an employee's refusal to submit to sexual advances will have an adverse effect on the employee's employment, performance evaluation, pays, advancement, assigned duties, shifts, or any other conditions of employment or career development.

Examples of sexual harassment in the workplace that apply to all employees include repeated offensive flirtations, advances, propositions, patting, touching or pinching, staring at or brushing against the body, sexually degrading words used to describe an individual, telling off-color jokes, terms of endearment ("honey" "sweetie," "dear"), or the display in the workplace of sexually suggestive objects or pictures (i.e. adult magazines with sexually suggestive images or literature).

4. Prevention of Harassment in the Workplace (Employees' Responsibility):

a. All personnel are responsible for maintaining a workplace that is free of harassment and intimidation. If any employee experiences or witnesses harassment in the workplace, they have an obligation to report such conduct to his/her supervisor, Department Director, Assistant County Administrator, or the Human Resources Director.

b. An employee who reports conduct prohibited under this policy will not be disciplined, suspended, retaliated against, or terminated from employment based upon their reporting of harassment incident. However, an employee who intentionally files a false or fabricated report of harassment or an employee who intentionally testifies falsely in a harassment investigation shall be subject to administrative action against them, up to and including, termination of employment.

c. All employees have a responsibility to cooperate fully with an investigation into allegations of harassment. Failure to cooperate fully in an investigation may result in administrative action against that employee, up to and including termination of employment.

d. All complaints of harassment are taken seriously. Investigations will be conducted in an expeditious and timely manner. Failure to cooperate fully in an investigation may result in administrative action against that employee, up to and including, termination of employment.

e. Employees should not assume that the County is aware of a harassment problem. Employees must report conduct they reasonably believe violates this policy in order for the County to investigate and take remedial action. Employees will not be penalized in any way for bringing forward legitimate complaints under this policy to the proper persons designated to handle these complaints.

5. Supervisors' Responsibility:

a. In addition to the aforementioned responsibilities of all employees, supervisors are also responsible for immediately reporting complaints, observations or concerns of harassment to their Department Director, Assistant County Administrator, or Human Resources Director. Failure to report harassment may be grounds for discipline, up to and including termination.

b. In any case in which a supervisor is witness to a situation of harassment, the supervisor shall instruct the offender to immediately stop the harassing behavior.

c. When receiving a complaint of harassment, supervisors should instruct the complaining employee that anything they say may be reported to the investigating officials.

2.15 WORKPLACE VIOLENCE

1. The County recognizes that workplace violence can affect all aspects of our work and preventing acts of workplace violence is the responsibility of all employees.
2. It is the policy of the County to provide a safe and productive environment for all employees. Therefore, intimidation, threats and acts of violence will not be ignored, condoned or tolerated. Any and all acts of intimidation, threats or acts of violence will be considered serious misconduct and will be the basis of disciplinary action, up to and including dismissal. These acts will be referred, when appropriate, to legal authorities.

a. Intimidation – An act toward another person, the purpose of which is to coerce and the result of which could reasonably cause the other person to fear for his or her safety or safety of others.

b. Threat of violence – A communicated intent to inflict physical or other harm on any person or on property

c. Act of violence – Exercise of physical force against another person or against property.

3. Definition: Workplace violence is defined as any verbal or physical action that is communicated or perceived as a threat, harassment, abuse, intimidation or personal contact that produces fear, causes bodily harm or damage to County property or the property of employees. Workplace violence may involve family, friends, strangers, co- workers, contractors, or customers.

i. Any employee who commits, or threatens to commit, any violent act against any person while on County property or while on duty, may face disciplinary action, up to and including termination of employment.

ii. Any employee who commits or threatens to commit any violent act against another person off duty may face disciplinary action, up to and including termination of employment, if that threat or violent act could or does adversely affect the County or its reputation within the community.

iii. Any employee who is threatened with or subjected to any violent act shall

immediately notify their supervisor, their Department Director, Assistant County Administrator, or the Human Resources Director.

iv. Any employee who becomes aware that another employee has been threatened with or subjected to any violent act shall immediately notify their Supervisor, Department Director, Assistant County Administrator, or the Human Resources Director.

v. Prohibited Items:

1. Employees are prohibited from bringing firearms or other weapons into any County building or vehicle (except sworn law enforcement officers and weapons assigned to employees as a requirement of their job description). County property includes, but is not limited to, employee desks, offices, lockers, toolboxes, etc.

The County reserves the right to search or inspect any item the employee may have on County property, including personal belongings, for the prevention of workplace violence. Any illegal items discovered may be taken into custody and turned over to the appropriate law enforcement agency.

2. Employees are permitted to keep a personal firearm or weapon in their personal vehicle provided the firearm is unloaded and the firearm or weapon is kept in a rack or case and the vehicle remains locked on County property. Any such possession of a firearm must be in accordance with applicable Federal, State, and County laws and ordinances.

vi. Reporting Acts of Violence:

1. Human Resources will investigate any reports or complaints of workplace violence. Based on the facts established from the investigation, a determination will be made as to further action to be taken, including notifying local law enforcement authorities of actual threats or acts of violence.

2. An employee who reports conduct prohibited under this policy will not be disciplined, suspended, retaliated against, or terminated from employment based upon their reporting of a workplace violence incident. However, an employee who intentionally files a false or fabricated report of workplace violence or an employee who intentionally testifies falsely in a workplace violence investigation shall be subject to disciplinary action up to and including termination of employment.

2.16 EMPLOYEE REFERENCES

1. The County shall only respond to official employment reference requests (those requests from other employers or law enforcement agencies).
2. To ensure consistency and legality of responses, all requests for employment references shall only be provided by the County Administrator, Assistant County Administrator, or Human Resources. Any questions or concerns related to providing

reference requests should be directed to Human Resources.

2.17 EMPLOYEE REIMBURSEMENT OF EXTENSIVE TRAINING COSTS

1. Employees who receive extensive, skill-based training that exceeds a total cost of $2,000.00 or an accumulated amount of $5,000.00 for multiple courses in one calendar year, (including tuition, instructional materials, travel, lodging, meals, and other costs associated with the training program) will be required to agree to the terms as outlined in the letter of agreement prior to participating in any extensive, skill-based proficiency training.
2. There shall be a letter of agreement for each participant in the extensive, skill-based proficiency training. Grouping or combining different training opportunities is not permitted without the approval of the County Administrator. Employees who refuse to sign a letter of agreement or refuse to agree to the terms outlined in the letter of agreement may not be disciplined, demoted, or discharged solely for the reason of not signing or agreeing to the terms of agreement. Employees refusing to agree to the terms outlined in the letter of agreement or who refuse to sign the letter of agreement shall not attend any extensive, skill-based proficiency training program.
3. Employees will make arrangements for reimbursement of monies through Human Resources when the employee does not complete the terms of the training contract. Reimbursement may be made in full or in part through payment or through voluntarily relinquishing any pays or other monies due them at termination. Reimbursement made through payments must be accompanied with a signed promissory note from the employee. All reimbursement monies collected by Human Resources will be delivered to Finance for deposit into the proper account.
4. This policy does not apply to attendance at professional seminars, conferences, and symposiums.

2.18 EMPLOYEE RECOGNITION AWARDS

The purpose of Employee Recognition Awards are to officially recognize County employees for their dedication and commitment to their jobs, their coworkers, and to the community. Appreciation certificates, mementoes, and plaques may be provided to employees when warranted subject to the County Administrator's approval. Recognition will be based on but not limited to the following criteria:

1. Service recognition will be conducted quarterly for those employees with years of service in increments of five (5) years starting at the five-year point. Employees with five (5) or ten (10) years of service will be formally recognized by the Department Director or designee. Employees when reaching the 15, 20, 25, etc., years of service will be recognized by the Board of County Commissioners during a scheduled Board meeting. The Chairperson of the Board will present the employees with their respective service award and certificates of appreciation for their contributions.

2. Employee recognition awards such as employee or supervisor of the year or special recognition for a project or achievement may be awarded to employees throughout the year.
3. Regular part-time employees will be credited with their time in the same manner as full-time employees. Temporary employees, who transition to regular positions without a break in service will be considered for service awards at the beginning of their temporary employment start date.
4. Funding for this program will be managed by the Human Resources Department.

2.19 EMPLOYEE ASSISTANCE PROGRAM (EAP)

The County provides confidential and voluntary assistance through its employee assistance program (EAP) to all employees and their family members who may be faced with challenges of financial concerns, legal issues, alcohol or drug problems, marital problems, illness of a family member, emotional worries, child care problems, etc.

For the welfare of employees as well as for effective business operations, The County encourages its employees to take advantage of this valuable benefit. Employees and their family members can refer themselves to the EAP. The program may be reached 24 hours a day on weekdays and weekends.

The County recognizes that employees may sometimes need support and treatment for psychological or emotional problems.

EAP counselors are available via phone to talk with employees or family members to assess a problem and develop a plan for resolution. The counselors may suggest a referral to an outside resource, such as a therapist, agency, physician, treatment facility or other professional that would be appropriate to assist in resolving the problem or situation.

There is no charge for employees or their families to use the services of the EAP. The EAP counselors will make every effort to coordinate referrals for ongoing treatment with the employee's health insurance coverage and ensure that employees requesting treatment for psychological and emotional problems are given prompt attention.

1. If an employee is referred to the Employee Health Clinic for EAP services, the Employee Health Clinic may refer employees to our contract providers. An employee voluntarily coming to the clinic may be referred to EAP or the employee may opt to see their private therapist.

   Any work restrictions resulting from the treatment must be received in writing and turned into the Employee Health Clinic.

2. The clinic may evaluate the employee to determine the reason for the referral: psychological, emotional, domestic violence, or substance abuse problems.

3. An employee coming to the clinic requesting assistance for alcohol or substance abuse will be placed under voluntary EAP, provided the County has no prior knowledge of the employee violating the County's substance abuse policy. Should the County have prior knowledge or suspicion of an employee's violation of the County's substance abuse policy, then the employee shall face administrative action against them, up to and including, termination of their employment.

4. If an employee expresses the possibility of suicidal or homicidal thoughts, the Marion County Sheriff's Department or the Ocala Police Department will be asked to send an officer to the Clinic to interview the employee. The purpose of the interview is to determine if the employee meets law enforcement's criteria to exercise their authority under the Baker Act.

5. Employees requesting voluntary referral to EAP counseling for a personal issue not related to substance abuse may be directed to contact the Employee Health Clinic at 352-671-8437.

6. Employees that participate in a voluntary EAP program are responsible for any associated costs of treatment not covered under the EAP program.

7. Department Directors may request that an employee be mandated to an EAP program. The referral will be directed to Human Resources for approval by the Human Resources Director or their designee. Mandated EAP referrals may be approved when there is documentation of decreased work production, increased sick leave use or when an employee's behavior, actions or words create a concern for the employee's health or for the safe operation of the workforce.

   Mandatory application of the EAP program shall be conducted as follows:

   a. A Department Director provides the Human Resources Director or the Employee Health Clinic the needed documentation to support the referral to a mandated EAP program.

   b. The Human Resources Director will confer with the Employee Health Clinic regarding the employee's referral for mandated employee assistance and the reasons for the referral.

   c. If the decision is made to mandate the employee to the EAP program, the employee will be informed of the reasons for the referral and directed to the clinic by their supervisor or the Human Resources Director.

   d. Employees will be required to sign a release of information form that the Clinic can confirm compliance with the treatment program. This form acknowledges the employee understands that the Clinic staff will report any noncompliance issues to the Human Resources Director and/or the Department Director.

8. Employees who refuse to be mandated into an EAP program or employees who fail to maintain compliance throughout the program, or are unable to complete the program shall be subject to administrative action against them, up to and including, termination of employment.

   a. Clinic staff will provide the employee with the EAP contact information.

b. The employee will then be required to contact EAP to set up an appointment.

c. The employee will sign a check list certifying receipt of the mandated EAP procedure, a completion of release of information form, and a signed agreement for disclosure of noncompliance issues to the Human Resources Director and/or the Department Director.

d. The employee's compliance with the EAP program will be reported to the Clinic throughout the treatment process.

9. Employees voluntarily requesting referral for substance abuse problems are required to sign a Release of Medical Information and consent form authorizing abuse substance screening by unannounced urine and/or breathe alcohol test for the time period of (2) two years from date of referral. The follow-up testing time frame is done according to the recommendations of the Substance Abuse Counselor.
10. Employees working under a CDL A or B license must complete required therapy prior to returning to any safety sensitive functions.
11. Employees that perform driving or hazardous duties as part of the essential functions of their jobs are required to provide proof of attending therapy. The Clinic personnel will provide the employee with a copy of the Work Duty Status Form for their supervisor's attention.
12. Any employee volunteering for treatment of a substance abuse problem must remain compliant throughout the process and complete their therapy regime or be subject to administrative action against them, up to and including termination of their employment.
13. Any employee volunteering for treatment of a substance abuse problem must sign an agreement stating the employee agrees to complete the full course of therapy regime and an acknowledgment the Clinic will inform the Human Resources Director in the event of a positive substance abuse screening test and/or failure to complete his or her therapy regime.
    a. Failure to sign this form will be considered a refusal for treatment. A refusal for treatment shall subject the employee to administrative action against them, up to and including termination of their employment.
14. Any future positive substance abuse screenings will result in administrative action up to and including termination.
15. The Voluntary Referral for Substance Abuse check-off list will be signed by the nurse and the employee and placed in an EAP folder along with the Release of Information form, permission slip for unannounced substance abuse screening and the agreement for completion of therapy and/or subsequent employer notification.

2.20 PREVIOUSLY TERMINATED EMPLOYEES

Employees who are terminated from County employment for disciplinary reasons

(performance or behavior) or who have resigned in lieu of termination shall not be eligible for future employment with the County, unless approved by the County Administrator.

SECTION 3

LEAVE AND ATTENDANCE

3.1 ANNUAL LEAVE

1. Accrual of Annual Leave: All full-time and part-time regular employees who are filling established budgeted positions shall earn annual leave with pay. Part-time employees shall earn such leave on a pro-rated basis. Accrual of leave will begin upon their first day of employment. Employee use of annual leave is at the approval of the Department Director or designee. Annual leave may only be used in increments of 15 minutes or greater.
2. Annual leave is not included in the calculation of overtime.
3. Temporary employees shall earn annual leave but are not authorized to use annual leave during their temporary employment. The accrued leave can only be used if the employee is hired into a regular position without a break in their employment. Temporary employees who terminate their employment or who are at the end of their temporary employment period and are not hired into a regular position shall not be paid for their leave accruals.
4. Annual leave may only be used in lieu of sick leave when all accrued sick hours have been exhausted.
5. Full-time regular employees earn annual leave at the following rates:

Service Years	**Leave Earned Per Pay Period**	**Total Leave Earned per Year**
0 - 4	3.70 hours	96 hours
4.1 - 9	4.62 hours	120 hours
9.1 + years	6.15 hours	160 hours

6. Part-time employees earn annual leave at the following rates:

Service Years	**Fraction of Hours Leave Earned per Hour Worked**
0 - 4	.0462
4.1 - 9	.0577
9.1 +	.0768

7. Employees may accrue annual leave in excess of the annual limitations during the calendar year. However, excess annual leave greater than the carry-over limitations must be used by the employee prior to the end of the last day of the year or it will be forfeited. Requests for carrying over amounts of annual leave greater than authorized may be

approved by the County Administrator, provided the reasons for the non-use of annual leave are attributable to organizational demands. Such requests must be submitted by the employee's respective Assistant County Administrator with justification as to why the employee was unable to take leave. The carry-over limitations of annual leave accrual are:

Service Years	**Carry-Over Limitations**
0 - 4	200 hours
4.1 - 9	240 hours
9.1 +	300 hours

8. Employees who voluntarily resign with a written notice of resignation of ten (10) business days or more or a two week equivalent based on the employees schedule and have been employed with the County for more than one (1) year shall be paid for all unused, accrued annual leave. Employees terminating from the County without providing a written notice of ten (10) business days or a two-week equivalent based on the employee's schedule whose termination is the result of disciplinary action or resignation in lieu of disciplinary action or termination will forfeit all accrued annual leave, unless otherwise decided by the Assistant County Administrator.

9. Battalion Chiefs working a 24/48 shift will accrue annual leave at the following rates:

Years of Continuous Service	**Leave Earned Per Pay Period**	**Leave Earned per Pay Year**
0 – 4.99 Years	5.18 hours	134.68 hours
5-9.99 Years	6.47 hours	168.22 hours
10 + years	8.61 hours	223.86 hours

An employee may accumulate leave in excess of the limitations during the calendar year; however, the excess leave must be used by the end of the last pay period of the calendar year as determined by the payroll department or it will be forfeited. The limitations of the annual leave are as follows:

Years of Continuous Service	**Carry Over Limitations**
0 – 4.99 Years	342 hours
5-9.99 Years	409 hours
10 + years	520 hours

Requests for annual leave made 14 calendar days in advance of the planned annual leave usage, shall be counted as hours worked.

3.2 SICK LEAVE

1. Sick leave accrual is a privilege provided to all regular full-time and regular part-time employees. Sick leave use is intended for the necessary absence from work due to a personal illness or injury or other personal medical absences for the employee or their immediate family.
2. Sick leave is not included in the calculation of overtime.
3. Full-time employees shall accrue sick leave at the rate of four (4) hours each bi-weekly pay period for a total of one hundred and four (104) hours annually. Part-time regular employees earn sick leave on a pro-rated basis and must be regularly scheduled to work at least twenty (20) hour per week in order to earn sick leave. Regular part-time employees earn at a rate of .05 hour for each hour worked. Employees shall not retain more than 1040 hours on the books at any one time. Hours beyond that point will be forfeited.
4. Employees shall start accruing sick leave upon their first day of employment.
5. Temporary employees shall earn sick leave hours but are not authorized to use sick leave during the temporary employment. A temporary employee's sick leave can only be used if the employee is hired into a regular position without a break in their employment. Temporary employees lose their sick leave credits if there is a break in their employment time.
6. Employee use of sick leave is at the approval of their Department Director or designee.
7. Sick leave abuse is defined as a series of repetitive and undocumented absences that occur over a period of time on predictable occasions. For example, consistent absence on the day preceding or following the employee's regular day off; on the same day of each week or month; and/or on one or two different days each month. Other examples may be:
    a. Frequent use of sick leave in conjunction with holidays, or distribution of pay checks.
    b. Frequent use of sick leave when scheduled for undesirable temporary shifts or assignments, or during periods of peak work load.
    c. Requesting sick leave for an absence for which annual leave has previously been denied.
    d. Frequent occurrences of illness during the work day.
    e. Peculiar and increasingly improbable excuses.
    f. Using sick leave immediately after it is accrued/earned without documentation.
8. It is the responsibility of each supervisor to control the abuse of sick leave by early identification of a pattern of absence. When the supervisor determines a pattern of usage that indicates abuse of sick leave by the employee, the supervisor will:
    a. Discuss and document the employee's sick leave usage pointing out to the employee the specific dates that appear to constitute a pattern of sick leave abuse.

b. Afford the employee an opportunity to explain any physical or medical condition to the employee health clinic which may establish that the absences in question were for a bonafide reason.

c. Where the employee does not provide appropriate justification or explanation for his/her pattern of absences, the supervisor must inform the employee in writing that the approval of future sick leave will be granted only after the employee presents medical certification of a bonafide illness to the Employee Health Clinic, and that such certification is required until the individual's attendance improves. If the employee does not provide acceptable medical certification, then the absence constitutes unauthorized leave and will be handled as a disciplinary action in accordance with Section 10.09 of this handbook.

9. Approved leave under the Family Medical and Leave Act (FMLA) shall not be considered as sick leave abuse when all procedures are being followed in accordance with 3.04 of this handbook.

10. Sick leave may not be advanced to employees. Only leave hours "on the books" can be used as sick leave.

11. Employees calling in sick for same day sick leave must call in prior to the start of their assigned shift or in accordance with their department established policy. Failure to do so may result in denying the sick leave authorization and charging the employee with administrative leave without pay or with use of annual leave.

12. An employee who has ten (10) continuous years or more of employment with the County is eligible for payment of a portion of unused sick leave hours upon termination. Employees who meet the criteria stated above and who do not provide ten (10) business days' notice a two week equivalent based on the employees schedule of resignation or who are terminated for disciplinary reasons or resign in lieu of termination shall forfeit all accrued sick leave unless otherwise directed by the County Administrator.

    a. Employees with more than ten (10) years but less than twenty (20) years of continuous County employment may be paid for ten (10) percent of their accrued sick leave hours, at their regular rate of pay at the time of termination.

    b. Employees with more than twenty (20) years but less than thirty (30) years of continuous County employment may be paid for twenty (20) percent of their accrued sick leave hours, at their regular rate of pay at the time of termination.

    c. Employees with more than thirty (30) years of continuous County employment may be paid for thirty (30) percent of their accrued sick leave hours, at the regular rate of pay at the time of termination.

    d. Employees with less than ten (10) years of County employment shall not be reimbursed for any unused sick leave hours.

3.3 INCENTIVE HOURS

1. Sick Leave Incentive Hours
   a. Employees who manage their sick leave accruals responsibly may earn incentive hours based on the amount of sick leave hours that are not used in a year period ending with the last full payroll period of the year. To earn incentive (annual leave hours), an employee must use less than twenty-four (24) hours of sick leave per calendar year.
   b. Employees with less than six (6) months of continuous County employment are not eligible for incentive hours. Employees with more than six (6) months of continuous County employment, but less than one (1) year are provided a prorated amount of incentive hours.
   c. Incentive hours earned shall be credited towards an employee's annual leave balance. Sick Leave Donated hours shall not count against Sick Leave Incentive Hours. Use of Donated Leave shall count toward Sick Leave Incentive Hours.
   d. The maximum amount of incentive hours available to full-time employees is 32 hours of annual leave earned. Incentive hours for part-time employees will be managed on a pro-rated basis.

      Example:

      0 sick hours taken – 32 hours annual leave earned

      4 sick hours taken – 26 hours annual leave earned

      12 sick hours taken – 16 hours annual leave earned

      20 sick hours taken – 6 hours annual leave earned

2. Safety Incentive Hours:
   a. Safety incentive hours will be awarded to each full-time and part-time employee if they are in a department that meets all requirements for the quarterly department safety awards. In order for departments to qualify, they must meet all the requirements as outlined in Section 3 of the Safety Recognition and Incentive Program. Departments are divided into three risk exposure type category groupings: high, medium and low risk. The department risk exposure categories are outlined in Section 4 of the Safety Recognition and incentive Program.

      1. Department employees in the high risk exposure category will receive 2 hours per quarter.
      2. Department employees in the medium risk exposure category

will receive 1.5 hours per quarter.

3. Department employees in the low risk exposure category will receive 1 hour per quarter.

b. Safety incentive hours will be calculated at the end of each quarter and distributed to departments following the conclusion of each fiscal year.

c. The report will identify eligible employees who have met criteria set forth in this program and the number of hours they are expected to receive in the following calendar year (January 1st through December 30th). Departments should review the report and ask any questions prior to the report being distributed to Payroll for import. Once the report has been imported, there will be no changes. Departments will be required to administer the distribution and use of Safety Incentive Hours by employees. All Safety Incentive Hours that are deemed by Risk to have met the program requirements will be eligible for employee use on the first payroll period of the new calendar year. Employees are required to use their incentive hours before the last payroll period of the same calendar year, or they will forfeit their hours as there is no roll-over option, nor is there a cash-out option for accrued these Incentive Hours.

d. Employees are able to begin using their safety hours at the beginning of the calendar year and are required to use or lose their safety hours by the end of the following payroll calendar year. Safety incentive hours will be forfeited at time of resignation or retirement (there is no pay out for accrued safety hours.)

3.4 FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA)

1. Eligibility: An employee must have been employed with the County for at least twelve (12) months without a break in service of more than seven (7) years and must have worked at least 1,250 hours in the past year to be entitled to the leave benefit provided by the Federal Family and Medical Leave Act of 1993. All eligible employees are entitled to a total of twelve (12) weeks (480 hours) of said leave during a twelve (12) month period. The County will use a rolling twelve (12) month period measured backward from the date an employee uses FMLA. For example, if an employee has taken five (5) weeks of FMLA prior to twelve (12) months expiring, he or she could take an additional seven (7) weeks under this policy. All eligible employees are also entitled to a total of twenty- six (26) weeks of military caregiver leave during a single twelve (12) month period. The single twelve (12) month period is measured forward from the date an employee's leave to care for the covered service member begins. FMLA may be taken for one or more of the following reasons:

    a. Birth of a child in order to care for such child within one year of birth;

        1. If both parents work for Marion County, the rolling FMLA time of up to 12 weeks for bonding must be shared by both parents (creating a combined total of up to 12 weeks for bonding)

    b. Placement of a child with the employee for adoption or foster care within one

year of placement;

1. If both parents work for Marion County, the rolling FMLA time of up to 12 weeks for bonding must be shared by both parents (creating a combined total of up to 12 weeks for bonding)

c. Caring for a spouse, child, or parent with a serious health condition, or

d. The serious health condition of the employee.

e. A qualifying exigency arising out of the fact that a spouse, son, daughter or parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves, or

f. The spouse, son, daughter, parent or next of kin of a covered service member with a serious illness or injury.

Employee's total leave entitlement is limited to a combined total of twenty-six (26) weeks for all qualifying reasons under FMLA and military leave.

2. Definitions:

a. Child – biological, adopted, or foster child; stepchild; legal ward; or child of a person standing in loco parentis who is under eighteen (18) years of age; or eighteen (18) years of age or older and incapable of self-care because of mental or physical disability.

b. Health Care Provider – a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices, physician assistant or other paraprofessional medical professional performing within the scope of their practice as defined under state law.

c. Parent – the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child.

d. Spouse – A husband or wife as defined or recognized under state law for purposes of marriage in the state where the employee resides.

e. Serious Health Condition – an illness, injury, impairment, or physical or mental condition that involves inpatient care at a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider.

f. Continuing Treatment – treatment two or more times by a health care provider within a thirty (30) day period. For chronic conditions, such visits must take place at least twice a year.

g. Qualifying Exigency – a non-medical activity that is directly related to the covered military member's active duty or call to active duty status.

h. Active Duty or Call to Active Duty – duty under a federal call or order (not a State call) in support of a contingency operation made only to members of the National Guard or Reserve components or a retired member of the Regular Armed Forces or Reserve.

i. Covered Service Member – *current* member of the Regular Armed Forces, National Guard, or Reserve receiving medical treatment, recuperation or therapy, including those on the temporary disability retired list because of an injury or illness incurred in the line of active duty.

3. Maintenance of Benefits:

   a. An employee shall be entitled to maintain group health insurance coverage on the same basis as if he or she had continued to work for the County. To maintain uninterrupted coverage, the employee will have to continue to pay their share of insurance premium payments. This payment shall be made either in person or by mail to Risk & Benefits Services. If the employee's payment is more than thirty (30) days overdue, then coverage will be dropped by the County.

   b. If the employee contributes to a life insurance or disability plan, the County will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee is required to make arrangements with Risk & Benefits Services to make the necessary payments to continue coverage. Failure to do so may void the employee's coverage.

4. Job Restoration: An employee who utilizes FMLA or military caregiver leave under this policy will be restored to the same job or a job with equivalent status, pay, benefits, and other employment terms upon return from an approved FMLA. Use of FMLA or military caregiver leave will not normally result in loss of any employment benefits earned or entitled to before leave.

5. Use of Unpaid Leave: The County requires employees to first use paid sick leave and then annual leave time during FMLA. All accrued leave on the books must be used before being provided leave without pay, this includes, comp time and any personal days, unless otherwise approved by the County Administrator. Employees on military exigency leave are required to exhaust all annual leave time before being provided leave without pay, unless otherwise approved by the County Administrator.

6. Use of Intermittent Leave:

   a. Intermittent use of the twelve (12) weeks of FMLA or a reduced work week must be coordinated with the Department Director and should not unduly interrupt the operations of the County. Intermittent leave must be recommended by the employee's attending physician, shall not be construed as light duty or restricted work permission. Requests for intermittent leave for the birth of a child, to care for a newborn child, or for the placement of a child with the employee for adoption or foster care other than for prenatal care visits or extenuating circumstances will be considered on a case-by-case basis.

   b. When using intermittent leave the employee must notify the department and the Employee Clinic of any absence taken under Intermittent FMLA.

   c. Intermittent leave is defined as FMLA leave taken in separate blocks of time due to a single qualifying reason.

7. FMLA in Conjunction with a Holiday:

a. Intermittent use of FMLA in conjunction with a holiday: The holiday is paid as holiday time.

b. Continuous use of FMLA in conjunction with a holiday: The holiday is paid as holiday time and will be counted against the employee's FMLA time.

8. FMLA in Conjunction with Worker's Compensation: Employees who lose time from work for a work-related injury will automatically be placed on family medical leave, if they are eligible and meet the requirements of the Family and Medical Leave Act. This action shall not affect the employee's worker's compensation benefits under Florida Statute 440.

9. Procedure for Requesting FMLA or Military Caregiver Leave:

   a. All employees requesting leave under this policy must complete the FMLA or Military Caregiver Leave forms available from Human Resources. Employees must give the County thirty (30) days' notice of use of such leave. If this is not possible, the employee must give as much notice as possible. Employees must make a reasonable effort to schedule the treatment and/or intermittent leave to minimize disruptions to County operations.

   b. While on FMLA or military caregiver leave, employees are required to communicate with their supervisor on a regular basis of the status of their medical condition and their projected time to return to work.

   c. FMLA and military caregiver leave approval is handled on a case by case basis and is dependent upon the documentation provided by the employee's health care provider and the Federal regulations under the act.

   d. If an extension of the approved leave is required, documentation from the health care provider must be submitted to Human Resources or the Employee Health Clinic.

10. Human Resources will issue approval/denial of FMLA or military caregiver leave requests to the employee and the department contact.

11. Upon return to work from continuous FMLA, the employee must provide documentation from the health care provider to the Employee Health Clinic with a fitness for duty certification if required.

12. Employee's timesheets must indicate time used as FMLA or military caregiver leave.

13. Employees using FMLA for birth of a child can use sick leave until released for work by the physician (usually six (6) weeks). Any time used after release to work will be charged against annual leave or leave without pay.

14. Use of sick leave under FMLA or military caregiver leave is charged against requirements for incentive hours and will follow regular sick leave procedures covered in Section 3.02 of the Employee Handbook.

15. Employees with an ongoing medical FMLA issue are required to recertify their FMLA request every six (6) months.

16. When the County has enough information to determine that an employee's absence is being taken for a FMLA qualifying reason, the County will notify the employee that

the leave is designated and will be counted as FMLA.

17. An employee who is on **continuous** FMLA and has **exhausted** all FMLA time allowed, will be granted one (1) additional pay period before being notified by Human Resources of an Administrative Status Meeting.
18. An employee who is on **intermittent** FMLA and has exhausted all FMLA time allowed, will be granted one (1) additional pay period before notified by Human Resources of an Administrative Status Meeting.

3.5 ADMINISTRATIVE LEAVE WITH PAY

1. Exempt employees may be authorized administrative leave with pay when they work an excessive amount of hours in a single pay period. Additionally, such time may not be "banked", but must be used within ninety (90) days. Administrative leave with pay shall not be taken in conjunction with annual leave, sick leave, or a holiday without prior approval of the Department Director.
2. The Human Resources Director in consultation with the County Administrator, or their designee may approve administrative leave with pay in conjunction with an official investigation, misconduct of an employee or inappropriate behavior when it is in the best interest of the County to remove the employee from the workplace. When an employee is placed on administrative leave with pay for an investigation, misconduct or inappropriate behavior, the Human Resources Director or designee shall coordinate this action with the Department Director and the Assistant County Administrator, as applicable.
3. Administrative leave with pay may be approved by the County Administrator or his designee for training time away from the office, leave for special time off, or other purposes such as award or merit recognition.

3.6 ADMINSTRATIVE LEAVE WITHOUT PAY

1. Employees may be provided administrative leave without pay, when, in the judgment of the Assistant County Administrator the employee has a justifiable need for this consideration. Leave without pay will be documented on a personnel transmittal (PT) and approved by the Human Resources Director or designee. Employees provided administrative leave without pay will not receive holiday pay, if the holiday is within the administrative leave without pay period granted.
2. Employees must have exhausted all annual leave and/or sick leave (if absence is for medical purposes) prior to going on an unpaid status.

3.7 ADMINISTRATIVE LEAVE WITHOUT PAY (PENDING PRE-TERMINATION HEARING)

1. Employees pending a pre-termination hearing as a result of misconduct or inappropriate behavior shall be placed in an Administrative leave without pay status until the pre-termination hearing.

2. If the employee is not terminated, he or she will be paid for the time he or she was in the leave without pay status.

3.8 COURT OR JURY DUTY

1. An employee who is summoned as a member of a jury is granted administrative leave with pay. Employees summoned for jury duty, but not selected must report back to the job site after release from the courts. Employees who are subpoenaed or required to appear in court relating to County business or as a witness for the County or State (not personal cases) are paid at their regular rate if called away from the work site. Any witness fees or stipend received (except travel and meal allowances) must be returned to the Finance office.
2. Employees who are absent from work due to personal litigation or court cases may be allowed to use annual leave with their Department Director's approval. Employees will not be reimbursed for meals, lodging, or travel expenses incurred while in service as a juror or witness, unless travel is out of the County and expenses are related to County business.

3.9 MILITARY LEAVE

1. The County recognizes the sacrifices and contributions that military veterans have made throughout history in service of our Nation and State.
2. Employees who are members of the United States Armed Forces, Armed Forces Reserves, including the Florida National Guard, shall be entitled to administrative leave with or without pay during periods of military training or service. Such leave, with or without pay shall adhere to the Federal and the Florida Administrative Code and Florida Statutes.
3. Employees must submit valid military orders when requesting a leave of absence when called to active duty or active duty for training.
4. Employees must contact Risk Management prior to departing on military training or service to review their benefit options.

3.10 BEREAVEMENT LEAVE

Employees, upon request, shall be granted up to 3 (three) days of administrative leave with pay to attend the funeral affairs of an immediate family member. Bereavement leave must be taken within thirty (30) days of the death unless otherwise approved by the Human Resources Director. (See Section 17 for the definitions of Immediate Family Members.)

3.11 EMPLOYEE SICK LEAVE DONATION POOL

1. The County provides a leave donation pool to eligible employees for an extensive, non-routine illness or disability of the employee, their spouse, child, parent, or a

person living in the home whom the court has designated the employee as the legal guardian. An illness for the purpose of this program will be defined as an illness or disability requiring extensive medical care. The leave donation pool shall be provided under the general guidance of the Human Resources Director. Eligible employees may request or donate leave as described in this policy. Participation in the leave donation pool shall be strictly voluntary. Leave shall be permitted from the leave donation pool to the participating employee requesting leave subject to the provision of this policy.

2. For the purpose of this policy, the following definitions shall apply:

   a. Donor: An eligible participating employee who has elected to donate sick leave or annual leave to the sick leave pool.

   b. Recipient: An eligible participating employee who has suffered an extensive, non- routine illness or disability requiring extensive medical care as specified in paragraph one (1) above and has been authorized to request leave from the sick leave pool.

3. This policy is applicable to all employees of the County who are eligible to accrue and use paid leave and who have been continuously employed for not less than twelve (12) months in a County position(s) entitled to earn and use leave.

   a. Employees requesting donated leave will automatically be placed under the Family Medical Leave Act (FMLA) if otherwise eligible. FMLA will run concurrently with donated leave.

   b. Each Department Director or Assistant County Administrator, the Director of Human Resources or designee shall have the discretion to approve or deny all requests for leave from the pool. If a Department Director, Assistant County Administrator, or designee denies a request for leave from the pool, reasons for the denial will be provided in writing to the Human Resources Director.

4. Sick Leave Pool Participation Requirements – An employee must:

   a. Be employed in a County position eligible to earn and use leave;

   b. Have been continuously employed for not fewer than twelve (12) consecutive months by the County in a position(s) entitled to earn leave;

   c. Have a combination of 160 hours between accrued sick leave and accrued annual leave;

   d. Have not submitted a written notice of resignation or retirement, excluding DROP.

   e. Participants must be willing to donate a minimum of 16 to a maximum of 40 hours when they initially enroll in the donation pool.

   f. Employees will have the opportunity to enroll in the Sick Leave Donation Pool once a year at open enrollment. Newly hired employees will be given the opportunity to complete a Sick Leave Pool Enrollment form at orientation. The hours will be taken from the new hire at their one year anniversary date as long as they have enough hours accrued.

   g. Participants must donate eight (8) hours if the bank falls below a designated safety

level of 2000 hours. If sick leave has been exhausted, then eight (8) hours of annual leave will be donated.

h. Participants will be required to fill out a Sick Leave Pool Enrollment form when they initially enroll in the donation pool. Completion of this form will allow the employee continued participation in the pool from year to year. Completion of this form will allow the Human Resources Department to deduct the eight (8) hours required in section 6(g) to refill the bank from any employee enrolled. If an employee wishes to remove themselves from the pool, written notification must be submitted to Human Resources.

i. Sick leave contributed to the sick leave pool by a member shall remain in the pool and be forfeited upon the employee's cancellation of membership in the pool, retirement, or termination.

j. Members who use sick leave pool benefits shall not be required to replace the hours used.

k. Donating leave to the pool will not affect an employee's incentive hours.

l. Part-time employees wishing to participate in the Sick Leave Pool must have worked at least 1,250 hours in the past year and have a combined 160 hours between accrued sick leave and accrued annual leave.

5. To be eligible to request donated leave:
   a. The employee must be a participant in the donation pool;
   b. Be employed in a position eligible to earn and use leave;
   c. Have been continuously employed for not fewer that twelve (12) consecutive months in a position entitled to earn leave;
   d. Not have received a formal disciplinary action (for conduct) or been on an attendance plan in the twelve (12) month period preceding the request;
   e. Have exhausted all accrued leave (Sick, Annual and Comp Time).
   f. Have used their Personal Day.
   g. The maximum allowed single event usage will be four hundred eighty (480) hours or twelve (12) weeks of paid leave. However, the leave will be credited to the employee as needed, not all at one time.
      h. Participants may only request leave once in a twelve (12) month period. Requested leave will not be carried over year after year. Requested leave will be awarded for a rolling 12 month period in accordance with FMLA leave section 3.04 of this handbook.
      i. While using donated leave, the recipient will be in an active pay status and, as a result, will accrue annual and sick leave, in accordance with Section 3.01 Annual Leave and 3.02 Sick Leave of this handbook. All accrued leave must be used prior to continuing to use donated leave.
6. Use of donated leave: All donated leave is considered sick leave, and is therefore subject to applicable provisions of the County policy governing sick leave usage.
7. An employee may not request leave donations for:

a. Any occupationally related accident or illness which is under Worker's Compensation benefits;

b. Disability incurred in the course of committing a felony or assault;

c. Child birth;

d. Intentional self-inflicted injuries;

e. Cosmetic, routine or elective surgery not permitted under FMLA.

8. An employee may not use donated leave in the following circumstances:

a. During periods of disciplinary probations or suspensions; or

b. While receiving disability insurance benefits.

9. Use of the Pool:

a. Participation in the Pool does not guarantee hours may be withdrawn from the Pool. All hours will be disbursed based on availability and approval by the Human Resources Director.

b. Employee must provide to the Employee Health Clinic medical documentation from a licensed health care provider documenting the circumstances of the extension, non- routine illness requiring extensive medical care.

c. The Certification of Health Care Provider Form must include the following information:

i. The date the extensive, non-routine illness requiring extensive medical care began;

ii. The probable duration of the condition/treatment or absence in days, weeks, or months;

iii. The appropriate medical facts within the health care provider's knowledge.

d. Submission of this request is the Employee's release to allow the Clinic Manager Registered Nurse to review the request and determine if the request meets the intent and purpose of this program.

e. If the request for leave from the pool is approved, the Director of Human Resources or designee will designate the employee as a recipient under the provisions of this policy.

f. After approval of leave from the pool, the Director of Human Resources or designee will provide the respective department payroll specialist a payroll notification form of acceptance of hours.

g. The department payroll specialist will be responsible each pay period to request the number of hours needed from the pool in accordance with 7(g) of this policy.

3.12 ATTENDANCE

1. Punctual and regular attendance is a condition of employment. Employees are required to report to work at the appointed time, as scheduled, and to work the entire shift. Each

Department Director is responsible for maintaining an accurate attendance record of their employees.

2. Employees who are unable to work or unable to report to work on time shall notify their supervisor, another departmental supervisor, or any person of authority within the Department no later than thirty (30) minutes after the start of the employee's scheduled shift or in accordance with the Department's designated policy. If an approved absence continues beyond one (1) day, the employee is responsible for informing their supervisor or Department Director of the expected length of absence, if possible. Employees out on sick leave for three (3) consecutive days must report to the Employee Health Clinic (with a medical provider's note) for medical clearance to return-to-duty, or if they require further medical attention. The Clinic shall either provide a return-to-work report for the employee to give to their supervisor or inform the employee they are not cleared for work and the Clinic will notify the employee's supervisor of the determination.

3.13 TIME REPORTING

All non-exempt employees must complete a time sheet or time card or electronic timekeeping record daily. If a time clock is malfunctioning, the employee shall write their start and stop times on a time card and their supervisor shall initial that the times reported are the actual start and stop times for the employee.

3.14 OVERTIME DISCLAIMER

Leaves of absence shall not be counted as time worked for the purpose of computing eligibility for overtime.

SECTION 4

HOLIDAYS

4.1 HOLIDAYS

1. The County recognizes ten (10) official holidays:
    a. New Year's Day
    b. Martin Luther King, Jr. Day
    c. Good Friday
    d. Memorial Day
    e. Independence Day
    f. Labor Day
    g. Veteran's Day
    h. Thanksgiving Day
    i. Friday after Thanksgiving Day
    j. Christmas Day
2. When a holiday, falls on a Saturday, the holiday will be observed on the preceding Friday. When a holiday falls on a Sunday, the holiday will be observed on the following Monday.
3. If Christmas day falls on a Tuesday, the preceding Monday will also be a holiday. If Christmas day falls on a Thursday, the following Friday will also be a holiday. When Christmas Eve falls on a Tuesday, Wednesday or Thursday, County departments may close early. When this occurs, employees scheduled to work from noon to close of business on Christmas Eve will receive Administrative Leave with Pay at the discretion of the County Administrator for the hours that make the employee whole for their scheduled day. Employees required to continue to work will receive straight-time pay for hours worked, except hours covered by FLSA requirements. Additionally, when this occurs, Department Directors may offer a modified schedule to employees that do not work a regular 8:00am - 5:00pm schedule with approval of the County Administrator. Employees who have requested annual leave for Christmas Eve must use the full amount of annual leave to cover their shift and will not be afforded annual Administrative Leave with Pay.
4. Employee Personal Day: All regular full-time and part-time employees who are not in their initial hire probationary period, will be granted a "Personal" day. Employees must use their "Personal" day by the end of the payroll calendar each year with the approval of the immediate supervisor. The "Personal" Day may not be carried over to the next year. The "Personal" Day must be used in a one (1) work day increment of the employee's regular scheduled work day. The "Personal" Day is not included in the calculation of overtime.
5. When operations allow and a holiday falls on the employee's regularly scheduled work day, the employee will be off for the day.

4.2 HOLIDAY PAY

1. When a holiday falls outside the employee's regularly scheduled work week, the following procedure shall apply. All employees must elect one (1) of the following options: A or B. Once an option is selected, the option shall remain in effect for the payroll year and shall not be changed. Selection of the desired option must be made between October 1 and November 1 of each year, changes will go into effect the first pay period of each year. Any employee that fails to make a selection will default to Option A. Employees that do not wish to make a change to their election in subsequent years will remain in their initial election. New hires covered by this agreement must make their selection within thirty days of hire or will default to Option A. New hires covered by this agreement must make their selection with their department payroll specialist within thirty days of hire or will default to Option A.

   Options:

   A. When a holiday falls outside of the full-time employee's regularly scheduled work week, the holiday will be converted to (8) eight hours of annual leave, excluding when Christmas Eve is observed as a half-day, to be used in accordance with the annual leave article of the employee handbook.

   B. When a holiday falls outside of the full-time employee's regularly scheduled work week, the employee will be paid for the (8) hours of holiday pay, excluding when Christmas Eve is observed as a half-day, on the date of the holiday at straight time.

2. Regular part-time employees shall receive holiday pay for those holidays they are regularly scheduled to work and shall be paid only those hours that they were regularly scheduled to work. For example, a regular part-time employee who regularly works a five (5) hour shift will receive five (5) hours of holiday pay if they are regularly scheduled to work on that day.

3. To receive holiday pay, an employee must be in an approved pay status their regularly scheduled work day prior to and immediately after a holiday. Supervisors shall require an attending physician's note for any employee who is on sick leave the day prior to and or immediately after a holiday.

4. Temporary employees are not eligible for holiday pay.

4.3 HOLIDAY ON A SCHEDULED WORK DAY

1. All regular full and regular part-time, non-exempt employees who work on an official, designated holiday shall be paid premium pay. Premium Pay shall be no more than the rate of time and one-half for the number of hours worked, in addition to their holiday pay.

2. An employee who was scheduled to work on a day designated as a holiday but calls in sick will be credited with holiday time for that day upon presentation of medical documentation to the Employee Health Clinic.

3. Employees in an approved leave status who are regularly scheduled to work on the

day of the holiday will receive holiday pay at the straight time rate.

4. All regular full-time employees who work will receive holiday pay for their regularly scheduled hours for the designated day of the holiday. In other words, a full-time employee who regularly works an eight (8) hour shift will receive eight (8) hours of holiday pay. A full-time employee who regularly works a ten (10) hour shift will receive ten (10) hours of holiday pay. When an employee works on the day of the holiday, or when the holiday falls within an employee's regularly scheduled work week, holiday pay is included in the calculation of overtime.

SECTION 5

HOURS OF WORK

5.1 NORMAL WORK WEEK

Forty (40) hours shall constitute a normal workweek, not including meal periods, for all full time employees. Exempt employees are compensated on the basis that extended workdays and/or workweeks may be required to accomplish expected assignments of the positions. Employees filling such positions are expected to work in excess of forty hours when necessary to complete the assignment. This policy does not place guarantee or place a limitation on the number of hours to be worked in any one day, or the number of days per week, or any other work period. Employees will adhere to the assigned work hours designated by the Department Director or designee. Hours will not be adjusted without the approval of the Department Director or designee. Non-exempt employees shall not begin work more than seven (7) minutes prior to a designated start time nor end later than seven (7) minutes beyond the designated ending time without prior approval of overtime. Violations of this shall be grounds for disciplinary action.

5.2 FLEXIBLE WORKING SCHEDULES (FLEX-TIME)

Assistant County Administrator upon recommendation of the Department Director may authorize flexible working schedules during an employee's normal workweek within their Division. Flexible working schedules may be authorized on a discretionary basis where such authorization:

a. enhances service hours;

b. improves operational efficiency, or accommodates an employee's personal needs without interfering with the operation's service delivery;

c. falls within the start and end of the County designated pay period;

d. does not exceed 40 hours in any work week unless approved in advance as overtime

5.3 OVERTIME

Work in excess of forty (40) hours for non-exempt employees shall be kept to a minimum and avoided whenever reasonably possible. Employees shall be required to work overtime when requested, unless excused by the supervisor. All overtime shall be approved by the Assistant County Administrator or designee in advance. When possible, the Department Director or designee should adjust the employee's hours within the workweek to avoid overtime.

5.4 MEAL PERIODS

One (1) hour is the normal time allotted for meal periods. Supervisors may adjust the meal period to thirty (30) minutes to accommodate operational services. Meal periods should not be taken at the beginning or end of any work schedule without the prior approval of the employee's supervisor.

5.5 REST BREAKS

Rest breaks are not a right, but a privilege provided when time permits and circumstances dictate, and must be arranged so as to not interfere with County business. Rest breaks are usually scheduled for no more than fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon, according to the needs of the work unit; they shall not be accumulated and used to leave early or as other leave with pay and must be taken at the work site.

SECTION 6

PROBATIONARY PERIODS

6.1 NEW-HIRE PROBATION

1. All new-hire employees shall be placed into an initial one (1) year probationary period. This shall include temporary employees moving to a regular position.
2. Employees who are in a training status beyond the one (1) year probationary period shall have their probationary period extended until completion of the training or they otherwise become qualified for the position.
3. No transfers outside the employee's department will occur during the initial training status or during the initial three (3) months of the one (1) year probationary period unless the transfer is approved by the current employee's Director or the transfer is for the good of the County.

6.2 PROBATIONARY PERIOD FOR PROMOTIONAL AND LATERAL APPOINTMENTS AND RECLASSIFICATION

1. An employee who is promoted, a regular part-time employee who gains regular full time status, or a regular employee who is competitively appointed to a lateral position shall serve a probationary period of ninety (90) calendar days.
2. Any employee who is serving in a new-hire probationary status and is promoted shall serve the remainder of the original probationary period or ninety (90) calendar days, whichever is greater.

6.3 PROBATIONARY PERIOD FOR DEMOTIONS

1. Upon a non-disciplinary demotion, a regular full time employee will not be required to serve another probationary period.
2. Any employee demoted for disciplinary reason may be required to serve a new probationary period of up to six (6) months beginning the effective date of the demotion.

6.4 EXTENSION OF PROBATIONARY PERIOD

1. The Department Director for good reason, may extend an employee's probationary period for a period not to exceed three (3) additional months.
2. The Department Director considering extension of an employee's probation shall consult with the Human Resources Director or designee.

6.5 DISMISSAL DURING THE PROBATIONARY PERIOD

1. At any time during the probationary period, an employee may be terminated when deemed to be in the best interest of the County.
2. Department Director shall consult with the Assistant County Administrator and with the Human Resources Director when considering removal of an employee during the probationary period.
3. Employees terminated during the initial probationary period have no right to appeal.
4. Employees terminated during a demotion or extended probationary period have no right to appeal.

6.6 "TRAINING STATUS" PROBATIONARY PERIOD

The probationary period is used as an integral part of the examination process, to closely observe the employee's work, to secure the most effective adjustment of the new, or promoted employee to the position, and to reject any employee whose performance or conduct is unsatisfactory.

The "Training Status" period is designed to allow employees to be promoted without entirely possessing the minimum knowledge, skills, abilities and/or education required for the position. This is permitted when the requirements for the position can be achieved through minimal training and education. This period of time can be from six (6) months to two (2) years.

When an individual has completed their training and is qualified to perform all phases of the job independently, the individual shall be removed from the "Training Status" probation. The date of removal from "Training Status" now becomes the effective date of the promotion into the position. This date becomes the official record of promotion.

Once the "Training Status" period has been completed, the employee will then be entered into a promotional probationary period for the position. Promotional probationary periods will be conducted in accordance to Section 6.2 above.

1. Employees who are placed into a "Training Status**"** shall have their training probationary period established in a training plan that includes tangible objectives to be achieved by the employee in the training plan.
2. Employees will continue to receive yearly evaluations and merit increases during the "Training Status".
3. Unsuccessful candidates may, during the "Training Status" probation, be offered the position previously held or offered another position in which the employee is qualified, be placed on an extension to the "Training Status" probationary period, or be terminated.
4. Upon completion of the training plan, employees will receive an increase equal to the percentage the employee was brought in under the base.

SECTION 7

CLASSIFICATION PLAN

7.1 PURPOSE

1. The Position Classification Plan provides a systematic arrangement and inventory of positions. The plan groups the various positions of the County into classes indicative of the range of duties, responsibilities, and level of work performed.
2. The class titles standardize the meaning, allocation, and usage of the plan based upon the similarity of work and duties performed.
3. Each classification shall have a job title, a job description, and a pay grade.

7.2 USE

The Classification plan will be used to:

a. Determine qualifications and standardize salary ranges to be paid for the various classes of work.

b. Establish lines of promotion and career matrices.

c. Assist in developing employee training programs.

d. Provide uniform terminology.

7.3 JOB DESCRIPTIONS

1. It is the policy of the County that each job has an accurate, corresponding job description. Job descriptions are subject to change at any time and the County reserves the right to amend, supplement, change, delete, or rescind any job description as the County deems necessary and appropriate. Additionally, job descriptions do not absolutely limit the duties expected of employees and employees are expected to perform whatever duties are assigned by their supervisors.
2. Department Directors, in coordination with Human Resources are responsible for the development of job descriptions for positions within their department. Department Directors shall use a Position Description Questionnaire provided by Human Resources in developing job descriptions.
3. Job descriptions shall be reviewed each time a position becomes vacant or at a minimum annually to ensure they are current and match the requirements of the position.
4. Changes to job descriptions that do not increase the pay grade or changes that decrease the pay grade may be approved by the County Administrator, or designee. New job descriptions or changes to job descriptions that increase the pay must be approved by the Board of County Commissioners. Job descriptions must be presented to Human Resources for factoring within the County's approved compensation and pay plan.

When the job description is complete and factored, Human Resources will present the job description to the County Administrator or the Board of County Commissioners for approval.

5. Yearly, during budget preparations, all newly proposed positions must have the position evaluated for salary and job description presented to Human Resources for factoring. When the proposed job is factored, Human Resources will notify the Assistant County Administrator, Department Director, Administration, and Budget that a newly created position exists with the pay grade for the position. The position and job description only become effective upon approval of the Board of County Commissioners.

7.4 RECLASSIFICATION

Reclassification occurs when external market survey data, organizational demands, or internal job evaluations recognizes a significant change is needed in the classification of a position, either filled or not filled by an employee. Three types of reclassification may occur:

1. Reclassification/Down: Results when a designated pay grade for the newly defined position is lower than the pay grade of the former position.
2. Reclassification/Up: Results when the designated pay grade of the newly defined position is higher than the pay grade of the former position.
3. Reclassification/Lateral: Results when the pay grade of the newly defined position is the same as that of the former position.

All reclassifications must occur at the beginning of a pay period and should be submitted to Human Resources prior to the effective date.

SECTION 8

COMPENSATION AND PAY

8.1 DEVELOPMENT AND MAINTENANCE OF SALARY RANGES

The County shall develop and maintain salary ranges within the Salary Schedule, and upon the following provisions, assign individual classes to the established pay grade.

1. Each salary range shall be comprised of a minimum and maximum amount.
2. The County shall establish salary range minimum and maximum amounts for each salary range based on competitive market salary survey data and/or other factors as determined appropriate by the County.

8.2 NEW-HIRE SALARY DETERMINATION

1. An applicant who is hired by the County shall receive the base rate of pay at the minimum of the pay grade for the position. However, the Department Director may recommend to the County Administrator or designee up to fifteen (15) percent above the minimum rate if it can be justified and documented based on the following:
    a. The individual's qualifications and/or the knowledge, skills, and abilities must substantially exceed the requirements for the position to which the individual is hired. The Department Director must determine that the individual's qualifications or knowledge, skills, and abilities relate to the requirements of the positions and will enhance the individual's ability to perform the duties and responsibilities assigned the position to which the appointment is being made; and
    b. The Department must have experienced difficulty in filling the position at the minimum of the salary range approved for the class. The Department Director in coordination with Human Resources must have actively recruited for vacancies in the class and have documented inability to fill positions after such recruitment has been completed; and
    c. The needs of the County.
2. The County Administrator may authorize a starting salary above the minimum of the pay grade up to 75% of the range of the pay grade based on the needs of the County, ability of the labor market to provide qualified candidates, and the experience and qualifications of the selected candidate.

8.3 TRAINEE STATUS SALARY (INTERNAL & EXTERNAL)

1. Applicants who may not entirely possess the minimum knowledge, skills, abilities, and education required for the position may be hired and placed into a "training status" if

obtaining the requirements for the position can be achieved through minimal training and education.

2. "Trainee Status" must be documented and approved at the time of hire by the Human Resources Director or designee.
3. Applicants hired into a trainee status shall be hired at a rate of up to fifteen (15) percent below the minimum of the pay grade until the minimum qualifications for the position are met.
4. "Trainee Status" will not exceed two (2) years and employees on "Training Status" shall not be eligible for a special merit increase during that time.
5. Applicants hired into a "Training Status" must agree to, and sign a training plan developed by the Department Director and approved by the Assistant County Administrator. The plan must include a description of the task(s) to be learned, the measurement which is to be used to determine if the task(s) was or were learned, and the time table for accomplishment. Employees may be administratively terminated for not completing the terms and conditions of their employment if they do not satisfactorily complete the training plan in the time frame established. The personnel transmittal will indicate if the employee is hired into a training status.

8.4 EMPLOYEE PAY INCREASES, LUMP SUM AWARDS, AND WORKING OUT OF CLASS PAY

1. Employees may receive pay increases by one of the following methods:
    a. Based on available funding, the Board of County Commissioners may approve an annual across-the-board pay increase. This pay increase may be for all employees or for selected pay grade classifications. Employees on disciplinary probation at the time of the annual increase shall not receive this pay increase until they have been removed from disciplinary probation status.
    b. Based on available Department funding, an employee who displays sustained and exemplary performance, or significant performance achievement, may be eligible for a one-time special merit award payment or a special merit increase in the form of a specified amount added to their annual pay up to six (6) percent of the employee's regular pay. Special merit increases will not exceed the maximum range of the pay grade. All special merit increase requests will be approved by the County Administrator after he or she has consulted the Chairman of the Board.
    c. Based on available Department funding, Department Directors may present to the County Administrator for approval an increase in pay for one or more employees, not to exceed 75% of the range in order to provide the most competitive pays and improve overall retention rates. All competitive pay increases must be approved by the County Administrator after he or she has consulted the Chairman of the Board. For more than one employee, the request shall also be presented to the Board for approval.
2. Employees may receive supplemental pays under certain conditions. All supplemental

pay requests must be submitted to the Human Resources Director and approved by the County Administrator. Supplemental pays may be paid under the following conditions:

a. When a non-supervisory employee assumes the temporary duties and responsibilities of a supervisory position due to the absence of the supervisor. The acting status must be for a period of more than ten (10) consecutive work days or 80 hours. The employee shall be paid at the minimum rate of the position or six (6) percent above their current pay, whichever is greater. A supervisor may be eligible for acting status if approved by the County Administrator.

b. When a non-exempt employee performs more than fifty (50) percent of his or her duties and responsibilities out of classification, the employee may be paid at the minimum rate of the out of classification position or six (6) percent above their current pay, whichever is greater. The employee must have the proper training to perform the tasks assigned and the out of classification duties must be performed for forty (40) or more hours or five (5) or more consecutive work days.

8.5 DEMOTION, LATERAL MOVE AND PROMOTION COMPENSATION AND PAY

1. An employee reclassification occurs when an employee is moved from one job class to another. Promotions occur as a result of the hiring process or approval by the Board of County Commissioners.
2. Three types of employee reclassifications may occur.
   a. Demotion: An Employee who voluntarily demotes to a lower pay grade will receive a six (6) percent reduction in salary, but the resulting salary shall not exceed 15% above the minimum of the lower pay grade unless approved in writing by the County Administrator. An employee who voluntarily demotes to a previously held position within one (1) year will receive pay equal to the amount previously received by the employee for that position. Any annual increases received by the employee since leaving that position will be added to the employee's base pay. Employees involuntarily demoted based upon department or county needs will have their new pay rate determined at the discretion of the county administrator not to exceed the maximum of the new pay grade. This provision does not apply to disciplinary demotions. Employees demoted for disciplinary reason shall receive the minimum pay rate of the pay grade in which demoted. In the case of a County-wide pay grade adjustment, the employee's salary shall be adjusted based on the practicality of the new pay rate, subject to approval by the County Administrator and approved by the Board of County Commissioners.
   b. Lateral Move: Results when the pay grade of the newly defined position is the same as that of the former position. The employee shall not receive any

increase or decrease in pay, unless approved by the County Administrator.

c. Promotion: Salary determinations of internal promotions obtained through the Hiring Process will be per section 8.2 (New-Hire Salary Determination) of this handbook.

Employees placed into a higher reclassified position outside of the hiring process shall receive the minimum of the new grade or a six (6) percent increase over their current pay (the amount to be determined at the discretion of the department). The reclassified amount shall not exceed the maximum of the new pay grade.

d. All reclassifications in this section must occur at the beginning of a pay period and Human Resources must be notified prior to the effective date.

8.6 OVERTIME PAY

1. Supervisors shall avoid overtime to the extent possible by adjusting employee schedules within the same work week. All overtime will be pre-approved by the respective Assistant County Administrator or designee. If overtime is unavoidable, overtime shall be permitted for all non-exempt employees who work more than forty (40) hours in a single work week. Overtime pay is calculated at time and one half rate of the employee's regular rate for all hours worked beyond the forty (40) hour work week, excluding premium pay. Overtime shall be recorded daily on the official time sheet. Overtime accrual shall not be recorded beyond the work week. Holiday hours will be counted towards overtime calculations. If an employee is required to work scheduled overtime, forty-eight (48) hours' notice should be given. Emergency overtime does not require any prior notification.

2. Non-exempt employees may earn compensatory time at one and one-half times their regular rate of pay for any hours worked in excess of forty (40) hours per work week excluding premium pay or in accordance with the provisions of the FLSA. "Example: non-exempt employees working 41 hours would receive 1.5 hours of compensatory time." These employees may earn compensatory time at the same rate in lieu of monetary overtime compensation with the prior approval of the Assistant County Administrator or their designee. Application for approval of compensatory time for the current pay period must be submitted in writing on the appropriate form to the department's payroll clerk by 10:00 AM on the first Monday after the previous pay period ends. Approval of compensatory time will be indicated by the Department Director on the bi-weekly time sheets. All employees must elect one (1) of the following options for time worked in excess of forty (40) hours per work week:

    a. Option A (earned as compensatory time at one and one-half times the hours worked)

    b. Option B (compensated at one and one-half times their regular rate of pay)

Once an option is selected, the option shall remain in effect until the next election period. Selection of the desired option must be made on or before January 1 and August 1 of each year, changes will go into effect the pay period following January 1

and August 1 of each year. Any employee that fails to make a selection will default to Option A. Employees that do not wish to make a change to their election in subsequent years will remain in their initial election. New hires covered by this agreement must make their selection with their department payroll specialist within thirty days of hire or will default to Option A.

3. Employees may accumulate a maximum of 240 hours of compensatory time and must use this time prior to using annual or sick leave.
4. All overtime work must have prior authorization of the Assistant County Administrator or designee. Employees in an exempt position shall not be eligible for overtime pay.

8.7 ON-CALL, STAND-BY, CALL-IN PAY (Non-Exempt), and EMERGENCY PAY

1. Employees may receive "on-call" pay under the following guidelines:

   a. Every employee in positions which provide "unscheduled" service on a recurring basis may volunteer or be designated "on-call" during other than normal working hours. A non-exempt employee who is assigned to be on-call for hours beyond the normal work day and for at least one week, shall be paid one hundred ($100) dollars for each week assigned "on-call". Public Safety Communications employees will receive on-call pay cased on pro-rated amount to be specified in the department's standard operating guidelines (SOG's) as approved by the County Administrator

   b. The amount of "on-call" pay will increase to one hundred fifty ($150) dollars for each week if an employee is required to be "on-call" more than twice in an eight (8) week period due to staffing shortages. Any additional "on-call" pay must be approved by the Department Director in advance.

   c. Exempt employees may be designated as "on-call" and may be eligible for the one hundred ($100) dollar payment if approved by the Assistant County Administrator. Exempt employees should only be designated as "on-call" and receive the one hundred ($100) dollar payment in extraordinary circumstances, example: severe staffing shortages.

   d. If a non-exempt employee is "on-call" and is called in to work, he or she must record all actual hours worked but will receive a minimum of two (2) hours pay at the regular rate pay. Multiple calls that run together are counted as one call for this provision. The employee must be called and respond from somewhere other than their work site or duty station to count as a new call. Actual hours worked by an employee while "on-call" are subject to the provisions of overtime.

   e. If an "on-call" non-exempt employee is called in on a County designated holiday, the employee will receive a minimum of two (2) hours at the time and one-half rate of the employee's regular rate of pay.

2. In the event that the facilities are closed during normal business hours of operations, employees would receive "stand-by" pay. Examples would include a declared disaster, unexpected power outages, etc. The following guidelines apply:

    a. Employees placed on "stand-by" pay are considered to be "engaged in employment" and shall receive the regular pays for all "stand-by" time. Assistant County Administrators may place employees on "stand-by" only in emergency circumstances and with the approval of the County Administrator. Hours worked in "stand-by" status will count towards the computation of overtime.

    b. Employees on "stand-by" pay status are considered to be "on-the-clock" and therefore cannot engage in any personal behavior that would prevent them from performing their assigned or emergency duties.

3. Employees who are off-duty and are not in an "on-call" or "stand-by" status who are called back to work beyond the normal work day, must record all actual hours worked, but will receive a minimum of two hours of "call-in" pay at the time and one half rate of the employee's regular rate of pay for all hours worked in a "call in" status.

4. Non-exempt employees required to work when the county is closed during a "declared emergency" may receive "emergency essential" pay under the following guidelines:

    a. Employees who are designated by the department directors as "emergency essential" personnel and work the day(s) of the declared County emergency will be paid at time and one-half rate of pay for all hours worked while performing in an "emergency essential" status.

    b. Employees who are designated by the department directors as "emergency essential" personnel and work the day(s) of the declared County emergency will also receive administration leave with pay for hours that the County is closed.

    c. Administrative leave with pay will not count toward overtime.

5. Exempt Employees required to work during a "declared emergency" may be compensated for hours worked in excess of their normally scheduled workweek.

    a. During a declared emergency, the Board of County Commissioners shall have the authority to authorize additional compensation for exempt employees who work in excess of their regularly scheduled work week. The rate of pay for such additional hours worked shall be equivalent to the exempt employee's hourly rate of pay computed as if the employee was not paid on a salary basis. The additional compensation shall be in addition to the employee's regular salary. The Board of County Commissioners will identify the beginning and ending dates in which additional compensation will be paid the employees who are eligible for additional compensation, and the Human Resources Department will provide the appropriate forms for exempt employees to document their hours

worked. Nothing herein shall be construed to affect the exempt status of such employees.

b. On occasion, the County may be tasked to provide support to other States, Counties, or Cities to assist in a declared emergency. In these cases, the Department Director must receive an official State or Federal tasking. Upon receiving an official tasking, the Board of County Commissioners shall have the authority to authorize additional compensation for exempt employees who work beyond their regularly scheduled work week in accordance with the provisions stated in paragraph 5a above.

6. If the County closes due to a "State of Emergency" employees who call in sick or have previously requested annual leave or the use of a personal day will be required to use their leave in lieu of Administrative Leave with Pay.

8.8 HOLIDAY PAY

Additional information regarding holidays is addressed in Section 4 of this handbook.

8.9 CAPPED EMPLOYEES

A "capped" employee is an employee who has reached the maximum in their pay grade. Capped employees will no longer receive pay increases without moving to a higher pay grade.

8.10 WORKERS' COMPENSATION (ON THE JOB INJURIES)

1. Reporting:
    a. All employees and volunteers are covered by the Florida Workers' Compensation statutes for injuries or illnesses that "arise out of and in the course of their employment.
    b. Procedures for reporting work related injuries are addressed in the Risk and Benefits Services procedures manual at Section D1 On-The-Job Injuries.
    c. It is the responsibility of every employee or volunteer to immediately report any and all injuries that occur while working in the course of their employment to their immediate supervisor. In the event that an employee is not immediately aware of an injury, the report should be made when the employee first becomes aware of the injury.
    d. It is the responsibility of the Supervisors/Departments to complete and submit the incident report online to Risk and Benefit Services the same day or within 24 hours.
    e. Employees receiving medical treatment must follow-up the same or next business day at the Employee Health Clinic to receive an Employee Duty Status form to deliver to their Supervisor and prior to returning to work.

2. Benefits:

   a. All authorized Workers' Compensation medical care will be paid in accordance with Florida Statute Chapter 440. All subsequent and ongoing treatment must be within the Marion County Workers' Compensation provider network and arranged through the Employee Clinic and/or Risk and Benefit Services.

   b. Workers' Compensation wages will not be paid for absences during the first seven (7) calendar day waiting period per Florida Statute Chapter 440. The employee may choose to use any of his or her leave or take leave without pay. If the absence exceeds twenty-one (21) calendar days, the County will pay (or reimburse leave hours) for the initial seven (7) calendar days.

   c. If an employee is not able to work the remainder of their work day due to the injury, they will be paid administrative leave with pay for the remainder of the day for the date of injury.

   d. Workers' Compensation pays will be paid at approximately 66 2/3 % of the average weekly pay (AWW) at the time of the accident. Federal or FICA taxes not withheld.

   e. Workers' Compensation administrative leave will be paid for time used at authorized medical appointments during employee's work hours.

   f. Employees may NOT use his/her sick or vacation time to supplement Workers' Compensation pays.

   g. Employees unable to work due to a work-related injury will be placed on Family Medical Leave in accordance with the Family Medical Leave Act (FMLA) beginning on the date of the first work-related absence.

   h. Workers' Compensation pays may be reduced or denied if the employee knowingly violates a safety rule including the County's substance abuse policy and the violation can be reasonably shown to have caused or contributed to the injury.

   i. Any questions concerning payment of Workers' Compensation should be addressed to Risk and Benefit Services.

8.11 PARTIAL EDUCATION BENEFIT

1. It is the policy of the Board of County Commissioners to financially assist eligible employees (when funds are available) who are pursuing educational opportunities to improve themselves and the delivery of our services to the community.
2. Employees must obtain prior approval for education assistance from their Department Director and Human Resources before starting classes. Final payments for education assistance must receive approval from the County Administrator before payment.

Partial education assistance may only be used for employees in obtaining a job-related degree, complete job-related courses or obtain job-related certificates. To be eligible to participate in the partial education program, an employee must:

a. Be a full-time, regular employee and been employed at least six (6) months prior to the start of the classes.

b. Be on active employee status at the time of application and upon completion of classes. An employee will not be reimbursed if he or she leaves the employment with the County before completing the course, or in case of course completion, before reimbursement can be processed.

c. Select courses which have a relationship to the employee's present job, possible future assignment or promotion, or pursuing a degree which is related to the employee's job.

d. Attend courses which will not interfere with normally scheduled work unless use of accumulated annual leave and approved by the Department Director.

e. Select courses offered at an accredited secondary school, college or university, or business school, technical institute or trade school. Questions regarding the qualification of an educational institution will be addressed by the Human Resources Director.

3. Employees who participate in the program must agree to be employed with the County for two (2) years following the course completion date. Employees who retire, or are terminated within the two (2) year period shall reimburse the County for education benefits paid to them for courses completed during the preceding twenty-four (24) months. Reimbursements may be made in a cash payment or from monies due at the time of termination.

4. Assistance will be made to approved applicants who complete the courses in accordance with the following:

a. Payment will only be made for satisfactory completion of the undergraduate course with grades of A, B, C, or "Pass" when used by the school in lieu of a letter grade; or completion of graduate courses with grades of A or B, or "pass" when used in lieu of a letter grade. The Human Resources Director will rule on any questions arising as to satisfactory completion.

b. Payment will be made for 50% of tuition costs up to a maximum of $500.00 per course, and 100% of lab fees up to a maximum of $20.00 per course.

c. A maximum of $1,200.00 per fiscal year will be approved per employee.

d. Payment will only be made for tuition.

e. The County will reimburse employees only to the extent that they are not reimbursed through other Federal, State, local programs or grants.

f. Payment is made only on receipt of evidence of payment and certification of passing grades or successful completion, where appropriate.

g. Request for payment shall be made within thirty (30) days after completion of an approved course.

5. Application for approval of courses will be made on the Partial Education Assistance Program application form. An application for each course is submitted to the Department Director for evaluation and approval and forwarded to Human Resources for processing. Applications must be approved by Human Resources prior to the start of the course.

8.12 LONG TERM DISABILITY

The County provides all full-time regular employees long term disability insurance. This insurance is for employees who, due to a personal injury or illness, become unable to perform the essential functions of their job and the disability is expected to last more than four (4) months. Employees considering long term disability should contact Risk and Benefits Services.

SECTION 9

NONDISCIPLINARY SEPARATION FROM COUNTY EMPLOYMENT

9.1 RESIGNATIONS

An employee wishing to leave County service in good standing shall provide a written notice of resignation to the appropriate supervisor stating the date and reasons for leaving. The resignation should be submitted at least (10) business days or a two week equivalent based on the employees schedule prior to the date of leaving. The County may waive the required (10) business days or a two week equivalent based on the employees schedule if extenuating circumstances exist. Failure to provide proper notice may cause denial of reemployment rights and/or forfeiture of payment of any unused leave benefits. The positions of Department Director and above shall provide a written notice of resignation at least (30) days prior to the date of leaving.

9.2 LAYOFFS

When the Board of County Commissioners or the County Administrator determines that a lack of work or funding exists to support a position, the decision may be made to lay off employees as the County deems necessary. Such action will be taken to support the most cost effective and efficient action possible, without regard to an employee's sex, race, color, national origin, age, marital status, or disability.

9.3 MEDICAL SEPARATIONS

In the event it becomes necessary to terminate the employment of a County employee due to physical inability to perform the job, such termination shall be deemed a medical dismissal. Medical dismissals shall be without prejudice and the employee shall receive payment of leave benefits authorized in this handbook. Employees will be considered for medical termination if the physical inability to perform the essential functions of their job exceeds four (4) months or if the employee is placed on long term disability.

9.4 RETIREMENT

County employees are covered under the Florida Retirement System. Employees who are considering retirement should contact the Human Resources Department at least ninety (90) days prior to the month that they want to begin receiving retirement benefits to initiate the retirement process. Employees who retire are eligible for re-hire subject to FRS re-employment restrictions and approval of the Board of County Commissioners.

9.5 EMPLOYEE EVALUATIONS

Directors and supervisors should make every effort to complete employee evaluations on time throughout the calendar year. If an employee submits a resignation or separates from the

County, with an outstanding evaluation due, the manager should complete the evaluation and merit worksheet (if needed) before the termination process can be entered into Munis.

If an employee is on extended leave or absent when their evaluation is due, and that employee resigns or does not return to work, an evaluation will not be completed before termination in Munis.

SECTION 10

EMPLOYEE DISCIPLINE

10.1 EMPLOYEE DISCIPLINE

1. It is the goal of the County to emphasize quality and excellence in all aspects of County operations. If an employee performs well, we expect our supervisors to recognize and reinforce the individual's good performance. If an employee has a problem involving the broad categories of attendance, work performance, conduct, behavior, and/or safety, the discipline process is to be utilized as soon as the problem is identified. Our discipline process is designed to: correct performance/job-related problems as they arise; build genuine employee commitment to the organization, not merely compliance with policies and standards; and, encourage and promote development of effective working relationships between supervisors and their subordinate staff. Supervisors and managers should be fair and consistent in the implementation of disciplinary actions.

10.2 PROCEDURES

1. Discipline will be a process that emphasizes an employee's responsibility for his or her own behavior. It should focus on communicating an expectation of change and improvement in a respectful, non-threatening way, while maintaining concern for the seriousness of the situation. Key aspects include recognizing and encouraging good performance, correcting performance problems through coaching and counseling, building commitment to high work standards and safe work practices, and providing/promoting excellence in the delivery of services. In summary, this process holds individuals accountable for their actions.
2. Each supervisor and manager at the County are responsible for communicating County rules, practices, and expectations according to the guidelines set forth in this policy.
3. Every individual initially appointed to or promoted into a supervisory or managerial position must complete the County's discipline training within one hundred eighty (180) days.
4. Informal Discussion:
    a. Positive Contacts: Positive contacts recognize good performance and serve to encourage staff to continue to perform their assigned tasks in the same manner. Employees can be recognized informally ("pat on the back", placing an employee on a special committee, provide expanded training opportunities, etc.) or more formally with written commendations. All supervisors and managers are expected to regularly review the performance of subordinate employees and conduct positive contact discussions when appropriate. Any positive contact and/or recognition should be noted in an employee's productivity file.

b. Informal Coaching: Informal coaching is a brief informal discussion between a supervisor and an employee concerning the need to improve in such areas as attendance, work performance, conduct, behavior, and/or safety. Informal coaching may include corrective feedback or referral for additional training. Supervisors are encouraged to make an informal note for placement in the employee's productivity file.

c. Performance Improvement Discussions: The performance improvement discussion is a more structured discussion that enables the supervisor to address a specific problem with an employee in such areas as attendance, work performance, conduct, behavior, and/or safety. The objective of the discussion is to ensure that the employee recognizes that a problem exists, to mutually develop an effective solution, and to avoid the need for formal disciplinary action. Supervisors should inform the employee that this is still an informal discussion. Performance improvement discussions, if properly carried out, can resolve many performance problems. Documentation of these discussions should be documented on the County Pre and Post Discipline Action Worksheets. A copy of the Post Discipline Action Worksheet will be made available to the employee. The supervisor should provide positive feedback when improvement does occur and document the improvement on the supervisor's copy of the Post Discipline Action Worksheet.

5. Formal Discipline: There are five (5) types of formal discipline in the discipline process. The type of discipline administered to an employee will depend upon the seriousness of offense. Supervisors and Managers must ensure fair and consistent implementation of formal discipline. The formal types of discipline are Verbal Reprimand, Written Reprimand, Disciplinary Probation, Suspension without Pay, and Termination of Employment. All actions involving formal disciplinary action will be forwarded to the Human Resources Director and supervisors are to consult with the Human Resources Director concerning the disciplinary action to be used prior to the implementation of disciplinary action. Supervisors must complete the Notice of Disciplinary Action Form and the Pre and Post Disciplinary Action Worksheets for all types of formal discipline. The types of formal discipline are:

   a. **Verbal Reprimand**: A verbal reprimand is a formally documented session between the employee and supervisor identifying the performance or behavior the employee is lacking in and the expectations the supervisor has for the employee. During this process, the supervisor informs the employee of the reasons for the discipline and concentrates on gaining the employee's agreement to change his/her behavior in accordance with accepted performance standards.

   b. **Written Reprimand**: A Written reprimand is a more serious form of the formal disciplinary process. During this process the supervisor holds a formal disciplinary discussion with the employee about the problem and explaining that the employee must take full responsibility for his or her own behavior and performance. Written reprimands will be approved by the Department Director.

   c. **Disciplinary Probation**: When an employee's performance or behavior warrants increased attention to the infraction or when increased monitoring of the employee's performance or behavior is required then a Department Director may

place the employee on disciplinary probation for up to six (6) months. Supervisors should strongly encourage an employee on disciplinary probation to improve their performance or behavior. Failure to do so may result in additional disciplinary action up to and including termination of employment. Disciplinary probations will be approved by the Department Director and Assistant County Administrator.

d. **Suspension Without Pay**: Suspension without pay is a forced, temporary, unpaid absence from duty which may be imposed as a penalty for significant misconduct or repeated infractions. A suspension is a severe disciplinary action. Suspension without pay greater than five (5) working days requires the approval of the Assistant County Administrator and County Administrator. All levels of formal discipline for County Attorney employees shall be imposed by the County Attorney.

e. **Disciplinary Demotion**: Demotions occur when the employee's performance or behavior clearly indicates the employee is not performing at the level required of the employee's job description or position requirements.

10.3 ADMINISTRATIVE HEARINGS (SUSPENSION WITHOUT PAY)

1. An administrative hearing will be conducted prior to suspending an employee without pay for disciplinary reason. The administrative hearing is a due process opportunity for the employee and the employer to bring into record the evidence or documentation to support the reason the employee should be suspended without pay or not. Employees will receive written notification of the hearing at least three (3) calendar days prior to the hearing.
2. The Department Director or designee will conduct the administrative hearing with a representative of Human Resources present. The Department Director will present all the evidence or documentation available to support his or her tentative decision to impose such action against the employee. The employee will also present all of the evidence or documentation to support the reason why such an administrative action should not be imposed against them.
3. The Human Resources representative will act as a professional observer in the hearing, providing guidance and consistency to the process, based on the application of County policies and procedures and remaining consistent with past and previous actions for similar infractions. The decision to suspend the employee without pay will be made by the Department Director.
4. Employees may appeal suspensions without pay for disciplinary reasons to the County Administrator in writing, within ten (10) calendar days of the notification of the suspension. Failure to appeal in a timely manner will result in the administrative action imposed as being final. The decision by the County Administrator in these appeals is final.
5. Administrative hearings (suspension without pay) for County Attorney employees will be conducted by the County Attorney's Office.

10.4 ADMINISTRATIVE HEARINGS (TERMINATION OF EMPLOYMENT)

1. The Human Resources Director or his/her designee shall conduct all administrative hearings for termination of employment for all employees of the County except the County Administrator, the County Attorney, and Assistant County Attorney. The Human Resources Director or designee shall act in a professional manner in the hearing, providing guidance and consistency to the process, basing his or her decisions on the application of County policies and procedures and remaining consistent with past and previous actions of similar infractions.
2. The Assistant County Administrator, Department Director, or designee will present to the Human Resources Director the recommendation to terminate an employee for performance and/or behavioral problems based on County policies and procedures. After review of the reasons for such a recommendation, if the Human Resources Director concurs that the reasons have merit, he or she will schedule an administrative hearing and inform the employee of such a hearing and the date, time, and location of said hearing and the employee's rights concerning the hearing.
3. During the hearing, the Assistant County Administrator or Department Director will present all the evidence or documentation available to support his or her recommendation to terminate the employee. The employee will also present all the evidence or documentation to support the reason why such an administrative action should not be imposed against them. The Human Resources Director or designee will render a decision on the appropriate action.

10.5 TERMINATION APPEAL PROCESS

1. Employees may appeal termination for disciplinary reasons to the County Administrator in writing within ten (10) calendar days of the notification of termination. Failure to appeal in a timely manner will result in the administrative action imposed as being final.
2. During the appeal hearing, the Human Resources Director and the employee will bring into record the evidence or documentation to support why the imposed administrative action should remain imposed or overturned. The County Administrator may conduct a review of the Administrative action in the manner of his or her choice.

10.6 ASSISTANT COUNTY ADMINISTRATORS, EXECUTIVE DIRECTORS, FIRE CHIEF AND DEPARTMENT DIRECTORS

The positions of Assistant County Administrator, Executive Director, Fire Chief, and Department Director serve at the sole discretion of the County Administrator and the procedures as outlined in Sections 10.04 and 10.05 of this Handbook do not apply.

10.7 DEPUTY CHIEF AND DIVISION CHIEFS

The position of Deputy Chief and Division Chief serve at the sole discretion of the Fire Chief in consultation with the County Administrator. Any employees in these classifications may appeal termination for disciplinary reasons to the County Administrator in writing within ten (10) calendar days of the notification of termination.

10.8 COUNTY ATTORNEY EMPLOYEES

In accordance with Marion County Code (Ord. No. 92-49), the County Attorney may employ, suspend, discharge or remove assistant County Attorneys and support staff subject to budget approval and pursuant to County personnel rules.

10.9 DISCIPLINARY VIOLATIONS

1. Employees may face disciplinary action up to and including termination of employment, when, in the County's opinion, the employee's action, performance, or behavior is detrimental to the reputation and effectiveness of the County.
2. Employees may be disciplined, up to and including termination of employment, for any of the following violations. This list is not all inclusive.
    a. Tardiness.
    b. Excessive tardiness or absenteeism.
    c. Absenteeism of one (1) day without notification.
    d. An absence of three (3) or more consecutive days without notification and/or approval (this may be considered as job abandonment and a voluntary resignation).
    e. Leaving the workplace, without the specific permission of the supervisor, Department Director, Assistant County Administrator or County Administrator.
    f. Discourtesy to co-workers, subordinates, supervisors or citizens.
    g. Horseplay.
    h. Incompetence or substandard job performance; or inefficiency in the performance of an employee's duties; or unsatisfactory job performance.
    i. Inattention to duty or carelessness.
    j. Failure to notify supervisor of an on-the-job injury or accident within a reasonable amount of time.
    k. Failure to notify supervisor of a traffic violation or accident while using a County vehicle in a reasonable amount of time.
    l. Causing or contributing to the cause of an on-the-job accident resulting to personal injury or injury to others.

m. Misuse of County Equipment.

n. Abuse, carelessness, or other behavior resulting in the loss or damage to County property or equipment or the property or equipment of another person.

o. Unauthorized possession or use of County property or the property of another person.

p. Theft of County property or property of another person.

q. Inadvertent or isolated violation of a County or Department policy (other than "serious" misconduct which results from lack of good judgment.

r. A serious misconduct violation of any County or Department policy.

s. Violation of safety policies and procedures.

t. Offensive conduct (rudeness, profanity, inappropriate touching, etc.).

u. Insubordination.

v. Conviction, pleading no contest to, having adjudication withheld, or prosecution deferred or a felony or 1st degree misdemeanor or other serious crime.

w. Dishonesty, fraud, or other misconduct or moral turpitude.

x. Falsification (deliberate or otherwise) of any County record(s) including, but not limited to, employment applications, leave requests, time cards or time sheets.

y. The deliberate possession, use, or distribution of obscene or pornographic material including the viewing, downloading or electronic mailing of obscene or pornographic material using the County intranet, internet, and electronic mail systems.

z. Conduct, on or off duty, which could affect the performance of one's job or could have a negative impact on the County, including the County's reputation and its ability to provide public service.

aa. Possession of explosives or unauthorized weapons on or in County property.

bb. Failure to obtain or maintain job proficiency, certification, or licensing requirements as required by the job description (including valid motor vehicle operator or commercial driver's license (CDL).

cc. Violation of the County's policy on Employee Ethics.

dd. Violation of the County's policy on Employee References.

ee. Violation of the County's policy on Attendance.

ff. Violation of the County's Leave Policy.

gg. Violation of the County's Sick Leave Policy (including sick leave abuse).

hh. Violation of the County's policy on Sexual or Workplace Harassment.

ii. Violation of the County's policy on Workplace Violence.

jj. Violation of the County's policy on Outside Employment.

kk. Violation of the County's policy on Dress Code.

ll. Violation of the County's policy on Political Activity.

mm. Violation of the County's policy on Investigations.

nn. Violation of the County's policy on Substance Abuse.

oo. Reason not listed here, when, in the County's opinion, the employee's action, performance or behavior is detrimental to the reputation and effectiveness of the County.

SECTON 11

EMPLOYEE GRIEVANCE PROCEDURE

11.1 EMPLOYEE GRIEVANCE

It is the policy of the County that all employees are treated equally and fairly and that all problems are resolved at the lowest possible level. However, the County recognizes that sometimes situations arise in which an employee feels they have not been treated fairly or in accordance with County policies and procedures. Through this policy, non-bargaining unit employees may grieve disciplinary actions (not including suspensions without pay, demotions or terminations; these administrative actions have separate appeal procedures), or occurrences where they believe their treatment violates the Employee Handbook (except performance reports or appraisals). Employees may not grieve decisions and policies of the Board of County Commissioners.

11.2 GRIEVANCE PROCEDURES

1. An employee should first try to resolve any problem or complaint with their supervisor.

   Such discussions should be held with a view towards reaching an understanding which will bring about resolution in a satisfactory manner without need for recourse under the formal grievance procedure. Supervisors should endeavor, when feasible, to work for an agreeable solution to an employee's complaint provided that the solution is within the supervisor's authority and represents a sound leadership and management philosophy.

2. Any grievance that is not filed in a timely manner by the employee (at any step of the process) shall be null and void and will not be continued. A grievance becoming null and void shall stand at the appropriate level that it was last addressed. Grievances delayed due to management actions shall be reviewed by Administration for appropriate action.

3. An employee wishing to apply for resolution through the grievance process shall submit their grievance on the Marion County Employee Grievance Form. This form is available through the Human Resources Department. The employee will document the basic, factual information, the specific disciplinary action or the section of the Employee Handbook allegedly violated and the remedy desired.

4. The following depicts the steps in the grievance process:

   Step I: Written Statement to the Immediate Supervisor.

   An employee who has a grievance may present it to the immediate supervisor in writing, within five (5) calendar days of the event giving rise to the alleged grievance. The supervisor should verify the validity of the grievance with the Human Resources Director or Designee before meeting with the employee. Most job-related dissatisfaction or problems can be handled by the Supervisor.

Within five (5) calendar days there will be a meeting between the supervisor and the employee. The supervisor will document the resolution or the response to the allegations.

A resolution will be forwarded through the chain of supervision to Human Resources. A resolution exists only when signed by both employee and supervisor/management employee.

A response will be given back to the employee so they can decide whether to continue the process. In those instances where the problem cannot be resolved in this first step, the employee many continue the process accordingly.

In the event the immediate supervisor is not available to receive the grievance form, the employees may by-pass this step and proceed directly to the Department Director or the grievance time will remain suspended until the immediate supervisor becomes available to receive the grievance form. The immediate supervisor shall provide a written decision on the grievance form and return the grievance form to the employee within five (5) business days after receiving the grievance form.

Step II: Request to the Department Director

Should the immediate supervisor not resolve the grievance to the satisfaction of the employee, the employee may present the grievance form to the Department Director within five (5) business days of the immediate supervisor's dated response. The Department Director should verify with the Human Resources Director or designee before meeting with the employee. The Department Director shall make every effort to resolve the complaint at this point by encouraging open communication and understanding.

The Department Director shall meet with the employee, review the grievance and render a decision based on applicable policies or procedures, the facts of the grievance, the discussion with the employee, and any other available information. The Department Director shall provide a written decision on the grievance form and return the grievance form to the employee within five (5) business days after receiving the form.

Step III: Request to the Human Resources Director

The grievance form must be submitted to the Human Resources Department within five (5) calendar days of the Department Director's response. Human Resources will date stamp the grievance. The Human Resources Director will accept or reject the grievance. If accepted, notification shall be sent to the grieving employee's immediate supervisor and employee within five (5) calendar days from receipt of the employee's grievance. A meeting will be scheduled to provide resolution to the grievance. If rejected, the Human Resources Director shall notify the employee within five (5) calendar days with a copy to the immediate

supervisor.

Step IV: Written Request to the Assistant County Administrator

If the Supervisor, Department Director, and Human Resources Director have not resolved the grievance to the satisfaction of the employee, the employee may submit the grievance form to the Assistant County Administrator within five (5) business days of the Human Resources Director's dated, written response requesting the Assistant County Administrator to render a decision.

Through open communication and understanding reviewing all policies or procedures, the facts of the grievance and through discussion with the employee, the Assistant County Administrator shall try to resolve the issue.

The Assistant County Administrator shall provide a written decision on the grievance form and return the grievance form to the employee within five (5) business days after receiving the form.

Should the Assistant County Administrator not resolve the grievance to the satisfaction of the employee, the employee may proceed to the next step in the grievance process.

Step V: Appeal to the County Administrator

Grievance decisions may be appealed to the County Administrator by the employee by forwarding their appeal on the grievance form to the County Administrator within five (5) business days of the dated, written decision of the Assistant County Administrator. The County Administrator shall review the documentation and/or may choose to hear additional testimony or receive additional documentation. The County Administrator may change, alter, rescind, increase, or decrease any of the administrative actions that prompted the grievance. The County Administrator should respond in writing within fifteen (15) business days (scheduling permitted). The decision of the County Administrator is final.

SECTION 12

INVESTIGATIONS

The County Administrator may investigate, or cause to be investigated, a violation of any Board or County policy in this handbook or any other case or instance that may disrupt the effective or efficient management of the County or any case or instance that may impinge or damage the County's reputation. Investigations concerning severe violations of the Employee Handbook shall be conducted by the Human Resources Director or his or her designee, unless otherwise directed by the County Administrator. Employees may be placed on administrative leave with or without pay (pending an investigation) by the County Administrator, Assistant County Administrator, or the Human Resources Director or designee when such action is in the best interest of the County.

Upon completion of the investigation, the office who conducted the investigation and determined the charges that are to be the basis for taking adverse action shall provide written notice to the subject employee of the intent to take adverse action, the specific charges that are the basis of the adverse action, and a summary of the evidence that supports the charge or charges. The notice shall advise the employee of his or her right to a "Pre-Determination" hearing for the employee to present his or her "side of the story." The pre-determination hearing is a very informal process which can be either an in-person meeting, or the opportunity for the employee to provide his or her response to the charges in writing by a certain date before the employer takes intended action. If after affording the employee the right to present a response to the charges as provided herein, the employer decides to proceed with the adverse action, the employee shall be advised of his or her right to appeal the adverse action , after the fact, to the County Administrator.

SECTION 13

EMPLOYEE SUGGESTION PROGRAM

13.1 PURPOSE

The purpose of the Employee Suggestion Program is to provide a formal program for County employees to submit suggestions to Administration which will enhance the effectiveness of County government in terms of cost savings and improved services. A suggestion is a timely, constructive idea related to the improvement of methods, equipment, procedures, work conditions, safety, and/or reduction of time or expense. A suggestion may be a completely new idea or a new application or a modification of an existing idea.

13.2 PROCEDURES

1. The County Administrator shall appoint a suggestion awards committee. The suggestion awards committee will consist of five employees selected by the County Administrator and must include one representative from Administration and one representative from Human Resources. The committee shall provide functional direction, coordination, and evaluation of the eligible suggestions submitted by employees.
2. Initial committee membership terms shall be: one at-large employee will be selected to serve for one (1) year, two at-large employees will be selected to serve for two years and two at-large employees will be selected to serve for three years. All subsequent appointments will serve a three year term on the committee. The two members from Administration and Human Resources will serve at the discretion of the County Administrator.
3. All employees of the Board of County Commissioners are eligible to submit suggestions. However, the County Administrator, Assistant County Administrator, and Department Directors shall not receive any monetary reward for their suggestions. Some examples of suggestions and ideas that shall not be considered for awards are:
    a. Matters that are already under study or review by management
    b. A duplicate of another suggestion already received by the program
    c. Matters requiring legal adjudication
    d. Stricter enforcement of already existing rules, regulations or laws
    e. Requests for additional equipment of a common nature or for obvious replacements, repairs or maintenance
    f. Decisions of the Board
4. Since an idea is of no tangible value until it is implemented, a suggestion is not processed for award consideration until evidence or implementation is received by the Awards Committee or until it has been determined that a definite cost savings will accrue as a result of the suggestion. This evidence can consist of the

department's statement that the suggestion was implemented on a certain date or by providing a copy of implemented paperwork, such as a purchase order for equipment not yet received.

5. Suggestion Awards that generate measurable, identifiable savings or income and are approved for implementation will be evaluated for the savings to be realized during the first year of implementation. Where these savings can be accurately determined, the employee will receive a minimum of $50.00 up to an award of 10% of the first year's savings with a maximum award of $2,500.00.

6. Where the savings cannot initially be accurately determined, the employee will receive a minimum award of $50.00 up to a partial award of 8% of the estimated savings up to the maximum monetary award allowed. After the first year's savings can be accurately determined, the employee may receive an additional award to bring the total to 10% of the first year's savings, up to the maximum monetary award allowed.

7. Suggestions that significantly improve the quality of work life but do not generate measurable, identifiable savings or income, or suggestions that significantly improve customer service may receive financial compensation.

8. Intangible suggestion awards are determined by merit, potential impact, and complexity or when precise savings cannot be calculated, with a minimum of $25.00 and a maximum net award of $500.00.

    a. Class 1 Awards - $500.00 – Suggestions which result in an unidentifiable savings in time, materials or operating costs or represent a substantial improvement in procedures, working conditions, customer service, or safety.

    b. Class 2 Awards - $250.00 – Suggestions which result in an unidentifiable savings in time, materials, or operating costs or represent a significant improvement in procedures, working conditions, customer service, or safety.

    c. Class 3 Awards - $100.00 – Suggestions which result in a one-time improvement in time, materials, or operating costs or represent a definable improvement in procedures, working conditions, customer service, or safety.

    d. Class 4 Awards - $50.00 – Suggestions which may or may not result in minor cost savings, but contribute to improved efficiency of operations, safety, or services to the public.

9. Approved suggestions which are not recommended for monetary awards, but which represent some improvement in government operations will be awarded a Certificate of Appreciation presented by the Board of County Commissioners or the County Administrator. All awards are subject to applicable Federal and State taxes which will be deducted from the award prior to payment.

10. All awards require the approval of the County Administrator. Decisions of the County Administrator are final as to eligibility, adoption, or rejection of the idea and the amounts and types of awards.

11. Eligible suggestions will be considered for an award when they are implemented or when an implementation date is established to occur within one year of the date of receipt of the suggestion. Preference will be given to the suggestion with the earliest date of receipt when duplicate suggestions are received. Multiple employees may submit a suggestion together but any monies awarded will be divided into equal amounts. When an employee is notified that a suggestion is rejected, the employee may resubmit the idea for re-evaluation after six months. However, for an idea to be re-evaluated, the employee must furnish additional information or evidence to show that conditions have changed sufficiently to warrant reconsideration of the idea.
12. All suggestions which are submitted under the provisions of this program become the property of Marion County. Employees who leave County employment while they have a suggestion that is being considered forfeit all rights and recognitions (monetary or otherwise) for their suggestions.

SECTION 14

RECRUITMENT AND SELECTION

14.1 RECRUITMENT

1. Every effort will be made to source candidates from a wide geographic area to ensure recruitment of well qualified candidates.
2. Position vacancies shall be normally publicized through job postings. Job vacancies may also be announced by advertising in local and/or other statewide newspapers, job site internet locations, professional journals, etc.
3. Recruiting practices shall be conducted on the basis of character, cultural fit, knowledge, skills, ability, education, and experience without regard to any individual's sex, race, color, religion, national origin, age, marital status, or disability.
4. Marion County may promote employees from within its own organization, benefits of which include lower turnover, better employee morale, a recruiting competitive advantage, better succession planning, reduced recruiting costs and other benefits. Whenever appropriate, Marion County may promote County employees from within the organization in order to receive the benefits of such advantages. The County Administrator may approve the promotion of a County employee to a vacant position outside of the application process when it is in the best interest of the County.
7. The County reserves the right to use any outsourced firm or recruitment firm to recruit and/or hire when the County Administrator deems it to be in the best interest of the County.

14.2 APPLICANT SELECTION PROCESS

1. For more detail on the County selection process, please view the latest Administrative Policy on Recruitment and Selection.

14.3 VETERANS PREFERENCE

1. Assistant County Administrators, Department Directors, Managers, and Supervisors are required to know and abide by the requirements of veterans preference in their hiring decisions. Additionally, all US military veteran applicants will be interviewed for positions where they meet the minimum requirements/qualifications of the job description. A veteran has a "one shot" or "single claim" opportunity to claim veterans' preference per employer. In other words, the entitlement to preference may only be used in employment or re- employment. If an employee claimed veteran's preference on their initial hire date, the employee must have a break in employment and been deployed, come back to the County and be reinstated or re-employed in order to qualify for

veteran's preference for a promotion within the County.

2. If a veteran completes the required assessment, they will be interviewed regardless of the results of the assessment.

14.4 FALSIFICATION OF APPLICATION

1. Any applicant supplying substantive false or misleading information on their employment application is subject to being removed from current and future hiring consideration. Any employee supplying false or misleading information on their internal employment application may be subject to administrative action.
2. Substantive false or misleading information includes, but is not limited to: driver's license record, formal education, and certifications, employment history and personal knowledge, skills, and abilities.

14.5 RESIDENCY

Positions designated to serve at the sole discretion of the County Administrator, as defined in Section 10.06 will be required to reside in Marion County within (1) one year of assuming the position. Exceptions to the policy may be made by the County Administrator based on special circumstances and/or other job related factors.

14.6 RELOCATION REIMBURSEMENT

The County Administrator may offer a relocation reimbursement, of up to $10,000, for professional level positions or positions that have proven difficult to fill. Recipients of any relocation reimbursement must provide receipts for moving expenses through Human Resources and may be required to pay back the reimbursement if they leave the County within two year of receiving the reimbursement.

SECTION 15

EMPLOYEE TRAINING AND DEVELOPMENT PROGRAMS

15.1 PURPOSE

The County offers to each employee training programs that are designed to allow the employees opportunities to develop themselves for future positions and promotions within the organization. These training programs can also be used as a guide for Assistant County Administrators, Directors, Supervisors and employees to determine what courses an employee will need within the fiscal year for professional growth.

Employees will be able to develop themselves professionally through a series of courses offered through different development programs. Assistant County Administrators, Directors, Supervisors, and employees should use the training programs as tools in determining employee goals and objectives for each fiscal year.

15.2 LEADERSHIP DEVELOPMENT PROGRAM

Exempt employees are encouraged to participate in the Leadership Development Program. This track is designed for Assistant County Administrator, Department Directors, Supervisors, and Supervisors in training. In order to obtain Program Certification, an employee are required to complete all the core courses listed, as well as four additional elective courses. Employees will be required to complete an evaluation after each instructor lead course and a certificate of completion will be granted. The Human Resources – Training Division will update the employee training record and employees can request his or her training record from Human Resources. All courses required for the Leadership Development Program can be found on Marion on the Inside's training page or by contacting Human Resources.

15.3 ONLINE TRAINING PROGRAMS

Further development by employees and supervisors can be acquired through online course offerings. The online employee and leadership development programs require completion of a list of courses that may change annually. These courses can be completed using the online training provider. All courses required for the Online Programs can be found on Human Resources SharePoint training page or by contacting Human Resources.

15.4 SPECIAL PROGRAMS

Special programs will be available for employees and supervisors that are based on the current development needs of the workforce and the initiatives of the county. These programs will change on an annual basis.

15.5 TRAINING ATTENDANCE

Employees are discouraged from attending more than 2-3 courses per month as workload, budgeting, and staffing issues may arise at the worksite. Management may request and monitor the employees progress by contacting the Training Manager, or by viewing an employee's Training Transcript through the Human Resources' Training Division. Employees are encouraged to attend online training as available.

15.6 MANDATED TRAINING

The County will ensure compliance with Federal and State mandated laws and all County Administrative training by providing mandated training courses that will demonstrate our commitment to ensure a safe and productive work environment for all employees. All County employees (exempt and non-exempt) will be required to attend the following training courses within the first year and a half of their employment hire date. These courses include:

- Diversity *
- Professional Ethics *
- Sexual and Employee Harassment*
- Substance Abuse Prevention *
- Effective Customer Service*
- Violence in the Workplace *
- Title VI **

This is not a comprehensive list and other trainings may be added to the list of mandatory courses. The County Administrator shall have the final authority of mandatory courses.

*Employees are required to re-take the mandatory course marked with an asterisk (*) every four years in order to meet Federal and State guidelines. **Employees are required to re-take the mandatory course marked with two asterisks (**) every three years in order to meet Federal guidelines.

Additional Training Courses:

All County employees will also be required to take the following training courses in addition to any others deemed necessary on an annual basis:

- Information Technology Security Awareness Training
- Public Records Requests

- The Strategic Hiring Process
- Employees who fail to complete these courses within the specified time frame may be subject to administrative action, as determined by the Assistant County Administrator.

15.7 COURSE/PROGRAM OFFERINGS

All courses and trainings provided to employees will be approved by the County Administrator, or designee prior to implementation.

15.8 SUPERVISORY TRAININGS

- Documenting and Disciplining Employee Behavior (within 90 days of hire or of assuming a supervisory position within the County)
- Supervisor Training (within 90 days of hire or of assuming a supervisory position within the County)
- Supervisor Refresher Course (every four (4) years)

SECTION 16

TRANSITIONAL WORK PROGRAM

16.1 TRANSITIONAL WORK PROGRAM

The goal of the County is to help facilitate employees on restricted duty for work related injuries to return as a productive member of the Marion County BCC workforce. Returning valued employees to a fully-productive position not only helps the employee, but also co-workers, the department, organization and the citizens of Marion County.

16.2 PURPOSE

1. To provide transitional work duty assignments, in a safe and productive manner, for employees with work related injuries (as defined Florida State Statute Chapter 440) that make them temporarily unable to perform their regular job functions.
2. Employees receiving workers compensation benefits for work related injuries will be assessed for their ability to participate in the Marion County BCC Transitional Work Program. This program is meant to be of limited duration of no longer than eight (8) weeks. Evaluation of participant's progress will be completed every 30 days by a team that may consist of the contracted medical provider, Employee Health Nurse, Human Resources' designee, Risk and Benefit Services designee, Department Manager/Supervisor and the employee. This policy does not include employees absent or on restricted duty for personal illnesses or injuries.
3. Employees should be returned into the workforce in a safe and timely manner. Each employee should have an individualized work program that meets their restrictions yet progresses as work restrictions are changed. Employees that are not able to safely perform at their normal work site may perform their transitional duty in other areas of their department unless their manager/supervisor feels their restrictions cannot safely be met, or their department does not have any transitional work assignments available, or providing transitional work would cause an undue hardship.

16.3 PROCEDURES

1. Human Resources will notify all current and prospective employees about the Transitional Work Policy. A designee of Human Resources will be assigned as part of the transitional duty team and will have the responsibility of ensuring compliance with this policy.
2. Employees not able to perform all the Essential Functions of their job duties after the end of the temporary transitional duty will, on written request, be provided a list of all in-house postings for any open position in the Marion County BCC. Employees are advised that any absences for appointments regarding their workers compensation case will result in their not being eligible for Workers'

Compensation pays under Florida State Statute Chapter 440.

The Transitional Program is a program that temporarily allows employees to work on a restricted duty status within their department. This program is offered for a maximum duration of eight (8) weeks. Cumulative trauma conditions caused by repetitive motions may cause the need for restrictions or adjustments of job duties for longer than eight (8) weeks. Extended adjustments should not cause a hardship for the department, and the employee must be able to meet the Essential Function of their job description.

3. The Human Resources' Director or designee will meet with the employee on continued restrictions at the end of their Transitional Program. Employees whose temporary restrictions exceed eight (8) weeks will be scheduled for an Administrative Conference with the Human Resources Director to determine feasibility of continued employment with the County in accordance with Section 9.03 of the Employee Handbook. This may include re-assignment within the employee's abilities, and may result in a demotion and/or change of pay for the employee.
4. Risk and Benefits Services will maintain compliance with Florida's Workers' Compensation Laws. Employees not eligible for transitional duty will continue to receive Wɵrkers' Compensation wages as applicable to the Florida State Statute 440 and Marion County BCC policies.
5. Department manager/supervisors will receive notification of work restrictions provided to the employee by the Employee Health clinic on a work duty status form. It will be up to the department manager/supervisor to determine if the department has transitional duty available according to current caseloads and work needs. The department manager/supervisor may assign the employee within the department to another work site if their current work site does not have assignments that meet the work restrictions.

   Employees that have difficulty working within their restrictions or have an increase in physical symptoms will be referred to the Employee Health Clinic for evaluation. If the employee's current work restrictions would cause undue hardship to the department, or if there are no positions available, given the employee's restrictions, then the work duty status form should be signed by the manager/supervisor indicating no transitional work duty is available. Copies of the work duty status form is to be sent to Risk and Benefits Services and the Employee Health Clinic. This procedure should be repeated each time the manager/supervisor receives a work duty status form.

   The Employee Health Clinic will supply work duty status forms to the employee and Risk Management. Risk Management will send an email to the Supervisor to determine if the employee is unable to accommodate the restrictions and is off work. Risk Management will notify the Employee Health Clinic of work status.

   It is the supervisor's responsibility to ensure that employees are assigned to job functions that meet the current work restrictions.

6. The authorized medical provider will assess and prescribe treatment/referral for all workers compensation injuries and illness. The authorized medical provider will give each employee a work duty status form listing any and all work restrictions. Employees will be given regular scheduled appointments for follow up until returned to full duty or they are no longer employed with the County. The authorized medical provider working through the Employee Health Clinic will coordinate with the other specialties involved in employee's care to determine the appropriate work restrictions.

   The authorized medical provider will assess the employee's progress in the Transitional Duty program with the goal of progressing the employees to full duty. Any employees experiencing trouble performing their restricted duty and/or having continued physical symptoms will be reassessed as needed.

   The authorized medical provider will work with the transitional duty team to establish an individualized return to duty plan helping to set goals and objectives specific to the employee's needs.

7. Employees that have been injured as a result of conducting their job duties are to seek medical care as per County policy. If medical care is initially done by an outside agency, then the employee is to report to the Employee Health Clinic on the next business day for evaluation/treatment and determination of work duty status. Employees will be given a copy of the work duty status form to take to their manager/supervisor. It is expected that employees accepted into the transitional duty program will report to work at their appointed hours and perform all work assignments within their work restrictions. Any employee experiencing problems performing their work restrictions or experiencing worsening physical symptoms will immediately report those problems to their supervisor, who shall refer the employee to the Employee Health Clinic for evaluation and treatment.

   An employee who refuses transitional duty assignment within the restrictions or limitations provided by the authorized medical provider will not be eligible for benefits under Florida State Statute 440.

8. The Employee Health Clinic RN/Manager will have the role as the transitional team manager. All team members will report their questions, concerns and comments on the employee's progress to the transitional team manager. An evaluation of employee's progress will be conducted involving all team members at least every 30 days, sooner as warranted. Compliance issues will be reported to the team manager and individual meetings will be held with the appropriate team members to resolve the issues.

   The Employee Health clinic will maintain custody of medical records related to the transitional duty program.

SECTION 17

DEFINITIONS

The following definitions shall be applicable to this employee handbook and all administrative policies.

Acting Status:
The condition where an employee temporarily assumes the responsibilities of a higher level position due to an extended absence or a position vacancy.

Administrative Policy:
Policies which are established by the County Administrator to supplement and enhance the functional operations of the County. Unless otherwise noted, administrative policies shall be applicable to all County employees.

Anniversary Date:
The most recent date the employee was hired. This date is used to establish accrual rates for sick leave, annual leave hours, or other such necessary purposes.

Business Day:
Regular work day (normally Monday through Friday) within the County, exclusive of weekends and approved holidays.

Classification and Pay Plan:
A formal schedule of pay, approved by the Board, for all classes of work in the County. The classification and pay plan shall take into consideration the economic conditions of the local economy, the County's ability to fund the plan, and the requirements of pay equity and equal pay. It shall also include any additional monetary considerations as the Board deems necessary.

Demotion:
The reduction in position or pay grade of an employee, either voluntary or involuntary, that results in a diminished status or loss of pay.

Department:
A distinct organization designated by the Board that has a common mission, goals, duties, and responsibilities for all members within that organization.

Department Director:
Senior manager of a department responsible for the mission, goals, duties, responsibilities, work product, morale, budget, safety, and overall performance of that department.

Disciplinary Action:
Administrative action taken against an employee for violation(s) of the employee handbook, administrative policies, or other applicable County or departmental policies or procedures.

Employee:
Any person who works for the County and receives regular pays for their services.

Employee Grievance:
Any discontent or dissatisfaction dealing with an employee's working condition or treatment, which an employee believes violates the employee handbook, administrative policies, or department policies.

Employee Handbook:
Written directions and instructions developed to provide the employee a directive and a guide to the County's employment policies.

Full-time Employee:
An employee who is regularly scheduled to work 40 or more hours per week.

Immediate Family Member:
An employee's immediate family includes the employee's spouse, child, step-child, parent, step-parent, brother, sister, aunt, uncle, grandparents, great-grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or a person living in the home that the Court has designated the employee to be the legal guardian of, or any other legal relative living in the employee's home.

Job Classification:
A group of duties and responsibilities assigned by Human Resources requiring the full- time or part-time employment of at least one person. Each job classification shall have a job title, a job description, and a pay grade.

Job Description:
Document that states the major function, essential functions, knowledge, skills, abilities, working conditions, physical requirements, education, certification, and license requirements, and experience levels of the position. Job descriptions may contain other information as needed.

Layoff:
The dismissal from employment due to shortage of funds or work.

Lump Sum Award:
An out-of-cycle one-time monetary award for sustained exemplary performance or a significant accomplishment.

Non-pay Status:
A status where an employee is not receiving pays or is presently on an approved leave of absence from work.

Overtime:
Authorized work performed in excess of a certain number of hours each week, depending upon the employee classification (e.g. usually 40 hours per week for employees other than fire and emergency services employees).

Part-time Employee:
An employee who is regularly scheduled to work less than 40 hours per week. Part-time employees are normally scheduled no more than 29 hours per week.

Pay grade:
A pay range with a minimum and maximum pay bracket established by the Board for a specific job classification.

Performance Appraisal:
An annual or periodic evaluation of an employee's performance and behavior.

Premium Pay:
When and employee works a County designated holiday they shall receive pay at one and one half times their regular rate of pay for all hours worked.

Probationary Employee:
An employee who has been placed in a probationary status due to hiring, promotion, position, or job change or as a part of a disciplinary action.

Promotion:
The advancement of an employee from one position to a higher position as a result of the hiring process. This is not to be confused with a position reclassification.

Reasonable Accommodation:
A reasonable adaptation to the work environment or assistance to the job duties that allows a disabled applicant or employee to perform the essential functions of a job description.

Reclassification:
An action taken to officially change an existing position to a different position and classification due to changes in the essential functions of the position, mission requirements, organizational needs, or other appropriate reasons. Reclassifications must be approved by the Board before becoming effective.

Regular Employee: An employee who has successfully completed the new-hire probationary period and is now entitled to all regular benefits of employment established by the Board.

Resignation:
The voluntary termination of employment by an employee.

Special Merit:
An out-of-cycle increase in pay awarded for the continued and exceptional work performance by an employee.

Suspension:
A forced leave of absence, with or without pay, against an employee.

Temporary Employee:
A person employed for a period not to exceed six (6) months when regular employment for the position is not anticipated. Temporary employees are not eligible for health insurance benefits.

Termination of Employment:
The complete separation of an employee from County employment, whether voluntary or involuntary.

Transfer:
The change of an employee from one position to another, anywhere in the County. Employee transfers may either be voluntary or non-voluntary, and shall not normally result in an increase or decrease in pay except as defined in the compensation and pay plan.

Work Unit:
An organizational setting within departments typically identified by employees having work functions which depend on one another and require regular business contact; or employees reporting to the same supervision; or an organizational unit in which one official exercises supervisory control or overall management responsibility.

Attachment A

ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK

I _____, promise to deliver Marion County services with genuine dedication to our citizens through professional operations and resource stewardship. I will do this by showing humbleness, integrity, commitment, accountability, respect and discipline.

This will acknowledge that I have received my copy of the Marion County Employees Handbook and that I will read and familiarize myself with its contents. This Handbook rescinds all previous versions.

PRINT FULL NAME: _____

SIGNED: _____

DATE: _____

(RETAIN IN EMPLOYEE PERSONNEL FILE)

Attachment B

I _____, promise to deliver Marion County services with genuine dedication to our citizens through professional operations and resource stewardship. I will do this by showing humbleness, integrity, commitment, accountability, respect and discipline.

This will acknowledge that I have received my copy of the Marion County Employees Handbook and that I will read and familiarize myself with its contents.

As an employee of the County Attorney's Office, I understand that pursuant to County Ordinance and, where appropriate, the County Attorney will be substituted for the County Administrator in the following personnel rules.

PRINT FULL NAME: _____

SIGNED: _____

DATE: _____

(RETAIN IN EMPLOYEE PERSONNEL FILE)

ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21098 **Agenda Date:** 11/4/2025 **Agenda No.:** 7.3.1.

SUBJECT:
Request Approval of Marion County Public Library System Annual Plan of Service Fiscal Year 2025-26 (Budget Impact - Neutral; grant revenue of approximately $100,000)

INITIATOR:
Julia H. Sieg, Director

DEPARTMENT:
Public Library System

DESCRIPTION/BACKGROUND:
Annually, as a State Aid grant-receiving public library, we are required to submit documents by December 1st, as specified by the State Library of Florida. One required document is an annual plan of service, which has been approved by the library's Governing Body.

Attached is the proposed Marion County Public Library System Annual Plan of Service, FY 2025-26. The proposed annual plan of service is adapted from the approved Marion County Public Library System Operational Plan of Service, 2025-2030.

The vision, mission, three goals, and objectives remain the same in this annual plan as they appear in the operational plan. The activities included are what may reasonably be initiated, continued, or accomplished in the upcoming fiscal year based on already approved resources via the annual budgeting process. Conducting the activities associated with the Annual Plan of Service may reflect continuation of a particular aspect of service, investigation into the feasibility of a service, or improvement in efficiency.

BUDGET/IMPACT:
Neutral; the revenue from the State Aid to Libraries grant for Marion County for FY 2025-26 is estimated to be approximately $100,000. Costs associated with the implementation of the Annual Plan of Service have already been reflected in the approved budget

RECOMMENDED ACTION:
Motion to approve the attached Marion County Public Library System Annual Plan of Service, 2025-26.

Marion County Public Library System
Annual Plan of Service
2025-2025

VISION

The Marion County Public Library System serves as a center of community engagement where citizens are informed, inspired and empowered.

MISSION

The mission of the Marion County Public Library System is to connect citizens with information, ideas and experiences to strengthen and enrich our community and quality of life.

GUIDING STATEMENT

We recognize the essential role of reading for success in life and work, the importance of equal access to lifelong learning and the value of personal development and engagement to strengthen our community.

COMMITMENTS

- Services accessible to all.
- Collections of value and interest which are current and relevant.
- Outstanding reference, readers' advisory and patron services.
- An engaged, skilled and well-trained team collaborating to deliver responsive, quality service and demonstrating the Marion County values of humbleness, integrity, commitment, accountability, respect and discipline.
- Technology to extend, expand and enhance services.
- Facilities that are safe and inviting, providing convenient locations and hours.
- Stewardship of the public trust with efficient use of people and resources.
- Public/private partnerships which are collaborative and cooperative, to enhance services.

Goal 1: Read

Citizens will find materials for information, enjoyment and learning in a variety of formats through the public library.

Initiatives

A. Acquire, maintain and present a well-rounded collection, in various formats, that reflects the interests of the community.

B. Enhance the patrons' enjoyment and ease of using library materials through assistance from knowledgeable, helpful and engaged staff, with a patron-friendly catalog, without the barrier of overdue fines.

Objectives

1.1 Collection Development, Marketing, Management

Allocate adequate resources to assist citizens in fulfilling their informational, recreational and educational needs, leading to a 2% yearly growth in the circulation of library materials.

1.1 Activities

1. Revise the collection development policy and management plan to align with shifts in publishing trends and user preferences, while also adjusting the materials budget to meet evolving needs *(Information Services, Children's Services, Branch Services, Digital/Technical Services).*

2. Actively acquire material to support literacy development, including resources for learning to read *(Information Services, Children's Services, Branch Services, Digital/Technical Services).*

3. Explore the advantages of eliminating overdue fines and share the results with the Board for additional guidance *(Circulation Services, Branch Services, Children's Services, Information Services, Digital/Technical Services)*.

4. Enhance the "Library of Things" collection to provide patrons with access to a variety of physical items beyond books *(Circulation Services, Branch Services, Children's Services, Information Services, Digital/Technical Services)*.

5. Investigate the potential for establishing makerspaces in select library locations *(Circulation Services, Branch Services, Children's Services, Information Services, Digital/Technical Services)*.

1.2 Digital Resources

A yearly survey will reveal that at least 85% of participants believe the library's digital resources effectively support their needs for information, entertainment and learning.

1.2 Activities

1. Implement yearly surveys for patrons to assess their satisfaction with the library's digital resources (*Information Services, Children's Services, Circulation Services, Digital/Technical Services, Branch Services, Community Relations).*
2. Boost the utilization of chosen databases and online readers' advisory tools by actively promoting them to patrons through staff engagement, enhancing website navigation, and utilizing various promotional strategies such as newsletters, digital monitors in the lobby, shelf talkers and personal recommendations *(Community Relations, Information Services, Digital/Technical Services).*

Goal 2: Learn

Citizens will find learning opportunities through the public library by utilizing materials, programs, services and skilled staff.

Initiatives

A. Provide programs, materials and resources to support early learning.
B. Develop and maintain a collection of materials in print and electronic formats selected to supplement formal educational goals and to support lifelong learners of all ages.
C. Guide and assist patrons in attaining the maximum benefit from library resources.
D. Develop programs that address community needs and interests.
E. Foster constructive interactions between patrons and staff to ensure that visitors leave with enduring, favorable impressions of the library.
F. Continue to build a capable team that enthusiastically provides the community excellent service, programs and resources.
G. Encourage employee participation in decision-making, innovative problem-solving and creativity throughout the organization to enhance capabilities, improve employee retention and facilitate succession planning.
H. Empower staff with essential information and training to act in support of the mission, commitments, values and goals of the library and the county.

Objectives

2.1 Programs: Children

Children's program attendance is projected to increase by 5% (baseline 49,677). Annually, 80% of caregivers report that library programs are of high quality, effectively meet their expectations and encourage children to read, learn and connect with others.

2.1 Activities

1. Conduct annual patron surveys that measure the level of patron satisfaction *(Children's Services, Branch Services, Community Relations, Digital/Technical Services).*
2. Collaborate with local elementary schools to engage parents by attending school events for family programs or by organizing these programs in conjunction with the schools. Emphasize the significance of lifelong learning, the benefits of learning through play and the importance of library services (*Children's Services, Information Services, Branch Services, Circulation Services*).
3. Create a range of technology training programs tailored to the needs of our community, which may encompass:
    a. Basic computer skills.
    b. Internet safety.
    c. Programming skills.

2.2 Programs: Young Adults and Adults

Attendance for young adult and adult programs is projected to increase by 5% (baseline 12,699). Annually, 80% of participants will report that library programs are of high quality, effectively meet their expectations and encourage reading, learning and connecting with others.

2.2 Activities

1. Conduct annual patron surveys that measure the level of patron satisfaction *(Information Services, Branch Services, Community Relations, Digital/Technical Services).*
2. Foster and promote consistent communication with librarians and educators in middle and high schools to advocate for library initiatives and to identify and address the need for resources that enhance existing curricula *(Information Services, Branch Services, Digital and Technical Services).*
3. Design and showcase engaging programs focused on patron interests, such as book

clubs to facilitate group discussions on historical, literary or multicultural themes. Stand-alone topics may encompass:

a. The Right Service at the Right Time database.

b. Job search strategies, resume development, essential job skills, career counseling, retirement planning and resources for small businesses.

c. Life skills covering effective parenting, online banking, digital health management, legal matters, savvy consumer practices, and wellness information.

d. BiblioBoard and Independent Author Project resources. *(Information Services, Branch Services, Digital/Technical Services).*

2.3 Skilled Workforce

To ensure the continuous improvement of their knowledge and skills, boost job satisfaction and provide high-quality service, library professionals and support staff will participate in a minimum of 15 hours and 10 hours, respectively, of professional development each year.

2.3 Activities

1. Enhance employees' abilities in face-to-face marketing and the promotion of library programs, services and resources *(Information Services, Branch Services, Children's Services, Digital/Technical Services, Circulation Services, Community Relations).*
2. Create and execute cross-training programs for employees across library divisions and branches in complementary or interconnected roles *(Information Services, Branch Services, Children's Services, Digital/Technical Services, Circulation Services).*
3. Implement a semi-annual employee survey to assess overall job satisfaction. If necessary, investigate methods to enhance employee contentment *(Information Services, Branch Services, Children's Services, Digital/Technical Services, Circulation Services, Community Relations).*
4. Enhance the efforts of the Improved Customer Service committee to foster a culture of outstanding patron service across the organization, driven by employee engagement. One such effort shall be reviewing and assessing patron service challenges to strive for excellence. *(Information Services, Branch Services, Children's Services, Digital/Technical Services, Circulation Services, Community Relations).*
5. Enhance the depth, range and relevance of staff expertise by conducting a minimum of two training sessions each year. These sessions should cover essential topics such as artificial intelligence, collection development, readers' advisory services, early

learning, electronic resources, patron service and navigating the public catalog *(Information Services, Circulation Services, Children's Services, Digital/Technical Services, Branch Services).*

6. Enhance and expand SharePoint to serve as a comprehensive platform for internal information sharing *(Information Services, Branch Services, Children's Services, Digital/Technical Services, Circulation Services, Community Relations).*

Goal 3: Connect

Residents will discover the public library as a vibrant hub for community engagement, where they can connect with one another, the library and the broader community through various programs, meeting areas, collaborative efforts and partnerships.

Initiatives

A. Strategically connect citizens, agencies and library staff.

B. Demonstrate leadership through collaboration with other organizations to maximize community resources and improve the quality of life for our residents.

C. Offer citizens the opportunity to connect with books and each other through book discussion groups, reading programs for all ages, volunteerism and other personal or social networks.

D. Raise awareness of library services and resources, both internally and externally, physically and virtually.

E. Create opportunities for community involvement in library support.

F. Assist area Friends of the Library groups with "Friend-raising."

G. Evaluate and improve our web and online presence as a virtual gathering place and community relations vehicle.

H. Improve the patron experience in the discovery and use of library resources.

I. Increase funding from various sources.

J. Increase volunteer opportunities.

Objectives

3.1 Meeting Rooms

To foster ongoing connections among community members, the library will enhance the usage of its meeting rooms and will boost the number of distinct groups utilizing these spaces by at least 5 each year.

3.2 Collaboration and Partnerships

Enhance the public library's influence and presence in the community by actively seeking and developing partnerships with public, private and community organizations, aiming to add two new partners annually.

3.2 Activities

1. Establish new partnerships to enhance the efforts of county agencies, service providers and cultural organizations and tailor public library resources to meet their needs and promote their initiatives *(Information Services, Children's Services, Circulation Services, Digital/Technical Services, Branch Services, Community Relations).*
2. Create a new program in collaboration with CareerSource or CEP aimed at offering support to job seekers, individuals exploring new career paths and those looking for assistance in starting their own businesses *(Information Services, Branch Services, Digital/Technical Services*, *Community Relations).*
3. Expand services to senior living centers *(Information Services, Community Relations, Branch Services).*

3.3 Community Involvement

Create a plan to enhance opportunities for advocacy efforts, volunteerism and financial backing from both the public and private sectors, as well as community organizations.

3.3 Activities

1. Reach out to schools, local retirement communities and civic organizations to share information about volunteer opportunities at the library *(Information Services, Children's Services, Circulation Services, Digital/Technical Services, Branch Services, Community Relations).*

3.4 Virtual

Provide an informative, beneficial and inviting virtual experience for patrons by boosting funding

for digital services and resources by at least 15%.

3.4 Activities

1. Build a library website that is user-friendly, welcoming, functional and rich in information *(Information Services, Children's Services, Branch Services, Community Relations, Digital/Technical Services).*

2. Incorporate interactive forms into the library's website, such as applications for library cards (new and renewals), a feedback form and volunteer applications *(Digital/Technical Services, Circulation Services, Community Relations).*

3. Create an online platform focused on supporting the library by providing simple donation and payment options, while promoting and making it easier for individuals to contribute *(Digital/Technical Services, Circulation Services, Community Relations).*

4. Continue to maximize library social media reach with creative, informative, compelling content *(Administration, Information Services, Children's Services, Circulation Services, Digital/Technical Services, Branch Services, Community Relations).*

3.5 Physical

Create a welcoming and secure atmosphere that is both convenient and easily accessible.

3.5 Activities

1. Staff will monitor library and grounds, focusing on aspects such as curb appeal, lawn upkeep, litter management, potential safety concerns and both internal and external signage *(Information Services, Children's Services, Circulation Services, Digital/Technical Services, Branch Services, Community Relations).*

2. Implement an outdoor Family Garden at the Headquarters-Ocala Public Library, offering a welcoming space for children and families, along with areas for hosting outdoor library activities *(Children's Services)*.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21094 **Agenda Date:** 11/4/2025 **Agenda No.:** 7.4.1.

SUBJECT:
Request Approval of Memorandum of Understanding Between the City of Belleview and Marion County for Repairs and Improvements to Lighting System at Belleview Sportsplex (Budget Impact - Neutral; contribution from City of Belleview of $316,599)

INITIATOR:
Jim Couillard, PLA, ASLA, Director

DEPARTMENT:
Parks & Recreation

DESCRIPTION/BACKGROUND:
Marion County Parks & Recreation, through an Interlocal Agreement with the City of Belleview (the City), manages and maintains the Belleview Sportsplex. Unforeseen electrical issues at the baseball fields require a substantial repair and upgrade project to improve the safety and functionality of the lighting system in and around said baseball fields.

Marion County obtained three quotes with different repair and upgrade options: repairs using overhead wiring; repairs using underground wiring and the existing lights; repairs using underground wiring and an upgrade to LED lighting. Marion County originally committed to funding the first option and presented all three options to the City for consideration of funding assistance. The City elected the third option to use underground wiring and LED lighting and to meet the difference in cost between the first and third option.

Through this Memorandum of Understanding (MOU), the City has committed to investing $316,599 towards the lighting repair and upgrade project. Staff with the Parks & Recreation department are presenting this MOU for the Board consideration and approval, prior to moving forward with the project.

BUDGET/IMPACT:
Neutral; contribution from the City of Belleview in the amount of $316,599.

RECOMMENDED ACTION:
Motion to approve Memorandum of Understanding between City of Belleview and Marion County and authorize for Chairman and Clerk to execute the same.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Mears (Last) Kelsey (First) (Dept) Parks & Recreation - 6120

(Title) Assistant Director (Phone) X8558

Signature _____ Date 10/16/25

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. 2025-997
☐ Legal Opinion ☐ Other

Description of Request

The attached MOU between the City of Belleview and Marion County for repairs and improvements to the lighting system at Belleview Sportsplex was recently approved through LRM No. 2025-997. Leadership with the City of Belleview has requested a few revisions to the MOU, specifically adding "a Florida municipality" in the opening paragraph and providing additional language to Section II. Improvements, on page 2. Department staff are resubmitting this revised MOU for review and approval.

For more information or discussion, contact: ☐ Same as above

(Name) Cooper (Last) Laura (First) (Title) Administrative Manager (Phone) X8564

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. 2025-997 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:

RECEIVED
By Victoria Ryder at 4:13 pm, Oct 16, 2025

Attorney Signature: Linda A. Blackburn Date 10/17/25

Staff Signature: _____ (Completed) Date: 10/17/25 Returned: ☒ Department ☐ Admin ☐ _____

Rev2 03/19/2025

MEMORANDUM OF UNDERSTANDING
BETWEEN

MARION COUNTY

AND THE

CITY OF BELLEVIEW

FOR REPAIRS AND IMPROVEMENTS TO LIGHTING SYSTEM AT BELLEVIEW SPORTSPLEX

THIS MEMORANDUM OF UNDERSTANDING, hereinafter referred to as "MOU," is made and entered into by and between Marion County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and the City of Belleview, a Florida municipality, hereinafter referred to as the "CITY," (collectively, the "Parties," and respectively, the "Party").

WHEREAS, the COUNTY, through Interlocal Agreements, manages the Belleview Sportsplex (herein referred to as "Park") located within the limits of Belleview; and

WHEREAS, unforeseen electrical issues have created unsafe conditions at the baseball fields located within the Park necessitating a substantial repair and upgrade project; and

WHEREAS, the COUNTY has obtained three separate quotes to address the electrical needs at the Park which included one option to use overhead wiring, a second option to use underground wiring and the existing lights, and a third option to use underground wiring with an upgrade to LED lighting; and

WHEREAS, the COUNTY committed to fund the first option of using overhead wiring and presented all three options to the CITY for its consideration of providing funding assistance for any of the three options; and

WHEREAS, the CITY opted to contribute to the third option to use underground wiring and LED lighting and provide the additional funds to meet the difference in cost between the first option and third option; and

WHEREAS, the CITY has committed to investing $316,599 towards the repair and upgrade project; and

WHEREAS, the COUNTY has committed to investing $437,000 towards the project, bringing the total Project budget to $752,880; and

WHEREAS, the COUNTY agrees to provide project management and coordination of the work associated with the project to complete the project; and

WHEREAS, upon completion, the COUNTY shall continue to provide management services for the Park and provide electrical system utilization training to the league operating the baseball facilities at the Park; and

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions to be complied with by the respective Parties, the Parties hereto AGREE AS FOLLOWS:

I. PURPOSE

The Parties hereto acknowledge and agree that the aforementioned recitals are true and accurate and are a material part of and predicate for this MOU. This MOU is executed for the purpose of clarifying the roles the COUNTY and the CITY are assigned herein.

II. IMPROVEMENTS

CITY and COUNTY mutually agree to have the lighting of the baseball fields at the Park repaired using underground wiring and upgrade the lights to LED. The cost to complete the Project shall not exceed $752,880, inclusive of labor cost, material cost, and ten percent (10%) overhead and profit.

CITY shall provide $316,599 (plus a five percent (5%) contingency) towards the cost of the project to COUNTY upon request by COUNTY. Nothing herein shall further obligate CITY to appropriate or expend additional funds in the event the total project budget is inadequate to complete the project.

COUNTY has committed $437,000 (plus a five percent (5%) contingency) in funding for the cost of the project in its 2025-2026 fiscal year budget. Nothing herein shall further obligate COUNTY to appropriate or expend additional funds in the event the total project budget is inadequate to complete the project.

Any improvements constructed as part of the Park shall remain property of the CITY.

III. AMENDMENT

This MOU may only be amended by mutual written agreement of both Parties.

V. ASSIGNMENT

This MOU, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the Parties without the prior written consent of the other Party.

VI. INDEMNIFICATION

The CITY shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents from all suits, claims, or actions of every name and descriptions 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 arising from or in connection with CITY's ownership, possession, use, or misuse of the Park or any negligent act or omission of the CITY, or its employees, officers, or agents, in performing this MOU. In accordance with Section 768.28(19), Florida Statutes, nothing herein shall require either Party to indemnify or insure the other Party for the other Party's negligence or to assume any liability for the other Party's negligence.

VII. TERM OF MEMORANDUM OF UNDERSTANDING

THIS MOU shall run through the duration of the project with an expected duration of no more than 120 days. Either Party can terminate this MOU at any time during the initial or (later agreed upon) renewal terms with ten (10) days advance written notice.

IN WITNESS WHEREOF, the Parties have entered into this MOU by their duly authorized officers on the date of the last signature below.

MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

Kathy Bryant, Chairman Date

Gregory C. Harrell, Clerk Date

APPROVED AS TO FORM:

10/17/25

County Attorney Date

ATTEST:

10/2/2025

Lezli Merritt, City Clerk Date

CITY OF BELLEVIEW

Christine Dobkowski 10/21/25

Christine Dobkowski, Mayor Date

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21123 **Agenda Date:** 11/4/2025 **Agenda No.:** 7.5.1.

SUBJECT:
Request Approval of Bid Award: 25B-124 E/S Hwy 25 - C. W. Roberts Contracting, Inc. Ocala, FL (Budget Impact - Neutral; expenditure of $2,346,377)

INITIATOR: **DEPARTMENT:**
Susan Olsen, Director **Procurement Services**

DESCRIPTION/BACKGROUND:
On behalf of the Office of the County Engineer, Procurement advertised a bid to hire a qualified contractor to resurface E/S Hwy 25 from SE 162nd Place to SE 141st Avenue Road. The work shall include, but not be limited to, milling and overlaying the existing pavement, constructing side street and driveway aprons, sodding the shoulders, and restriping pavement markings. The scope also includes the removal of existing guardrail end treatments and the installation of new end treatments to meet current standards. Four submittals were received, and the tabulation is below:

Firm - *Location*	Bid Total
C. W. Roberts Contracting, Inc. - *Ocala, FL*	$2,346,376.55
Superior Asphalt, Inc.- *Oneco, FL*	$2,389,001.00
Anderson Columbia Co., Inc. - *Ocala, FL*	$2,416,880.31
Art Walker Construction, Inc.- *Ocala, FL*	$2,778,025.00

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.

Attached for review is a draft of the contract. Upon approval at today's meeting, it will be sent to C. W .Roberts Contracting, Inc. for signature, and upon return, will be forwarded to Legal, the Clerk, and Chairman for signatures.

BUDGET/IMPACT:
Neutral; expenditure of $2,346,376.55. 10% contingency will be added to the purchase order in accordance with the Procurement Manual. Funding is from BM761541-563221 ($1,095,000) (80% Gas Tax Construction Fund) and BO762541-563220 ($1,251,376.55) (2nd Local Option Fuel Tax).

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 C.W. Roberts, Inc. under 25B-124.

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 **C. W. Roberts Contracting Inc.**, located at 2226 East Silver Springs Blvd., Ocala, FL 34470, possessing FEIN# 59-1683951, (hereinafter referred to as the "CONTRACTOR") under seal for **E/S HWY 25** (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 # 25B-124 - E/S HWY 25, 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 **Two Million, Three Hundred Forty-Six Thousand, Three Hundred Seventy-Six Dollars and Fifty-Five Cents ($2,346,376.55) based on unit pricing set forth in the Schedule 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 25B-124E/S HWY 25, 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
SUBSTANTIAL COMPLETION

A. Definition of "Substantial Completion."

"Substantial Completion" shall mean the stage in the progression of the Work when Work is sufficiently complete, in accordance with this Agreement, that COUNTY can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.

B. Punch List.

When CONTRACTOR believes that the Work is substantially complete, CONTRACTOR shall submit to the Architect and/or Engineer a list of items to be completed or corrected ("Punch List Items").

C. Certificate of Substantial Completion.

When the Architect and/or Engineer on the basis of an inspection determines that the Work is in fact substantially complete, it will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of COUNTY and CONTRACTOR for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which CONTRACTOR shall complete the items listed therein.

D. Payment at Substantial Completion.

The Certificate of Substantial Completion shall be submitted to COUNTY and CONTRACTOR for their written acceptance of the responsibilities assigned to them in such certificate. Upon such acceptance, Substantial Completion of the Work and execution by both COUNTY and CONTRACTOR of the Certificate of Substantial Completion, COUNTY shall pay CONTRACTOR an amount sufficient to increase total payments to CONTRACTOR to one hundred percent (100%) of the Price less one hundred percent (100%) of the reasonable cost as determined by COUNTY and the Architect and/or Engineer for completing all incomplete Work, correcting and bring into conformance all defective and nonconforming Work, and handling all unsettled claims.

E. Time and Liquidated Damages.

1. CONTRACTOR shall commence Work on the start date set forth in the NOTICE TO PROCEED (the "Start Date"). CONTRACTOR shall be issued the NOTICE TO PROCEED AFTER ALL CONTRACT DOCUMENTS ARE FILED AND RECORDED TO COUNTY'S SATISFACTION AND PERMITS ISSUED. CONTRACTOR shall achieve Substantial Completion of the Work **no later than 135 calendar days** from the Start Date and measured by calendar days. The number of calendar days from the Start Date through the date set forth for Substantial Completion, shall constitute the "Time."
2. Failure to complete Work within the Time will cause the charge of liquidated damages per calendar day of delay. At the Pre-Construction Conference, CONTRACTOR shall submit a schedule for performing the Work. The schedule shall be within the Time allotted for this Project and shall include tentative dates of performance. Time shall begin from the Start Date noted on the Notice to Proceed.
3. Beginning on the first calendar day after scheduled Substantial Completion, liquidated damages shall accrue at **$2,667 per calendar day**. When COUNTY reasonably believes that Substantial

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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 and when CONTRACTOR overcomes the delay in achieving Substantial 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.

SECTION 5
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** 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 **$2,667 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 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.

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SECTION 6
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 7
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 8
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 and quality of the Work is as represented in the Application for Payment and is as required by this Agreement.

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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 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.

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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 9
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.

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

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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 10
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.

H. Funding Source/ Labor.
1. If construction under this Agreement is funded by State funds, CONTRACTOR shall:

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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 11
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 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

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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 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

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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 12
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 13
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 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

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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 14
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 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.

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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 15
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.

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**

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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 16
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.

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:

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(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 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

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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.
   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.

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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:
   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

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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 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: C. W. Roberts Contracting Inc.
2226 East Silver Springs Blvd., Ocala, FL 34470
CONTACT PERSON: Stuart Savoy | Phone: 352-330-2540

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.
ssavoy@cwrcontracting.com and dweeks@cwrcontracting.com.

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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

KATHY BRYANT DATE
CHAIRMAN

BCC APPROVED:
November 4, 2025
25B-124 | E/S HWY 25

****

WITNESS:

SIGNATURE

PRINTED NAME

WITNESS

SIGNATURE

PRINTED NAME

C. W. ROBERTS CONTRACTING INC.

BY: DATE

PRINTED:

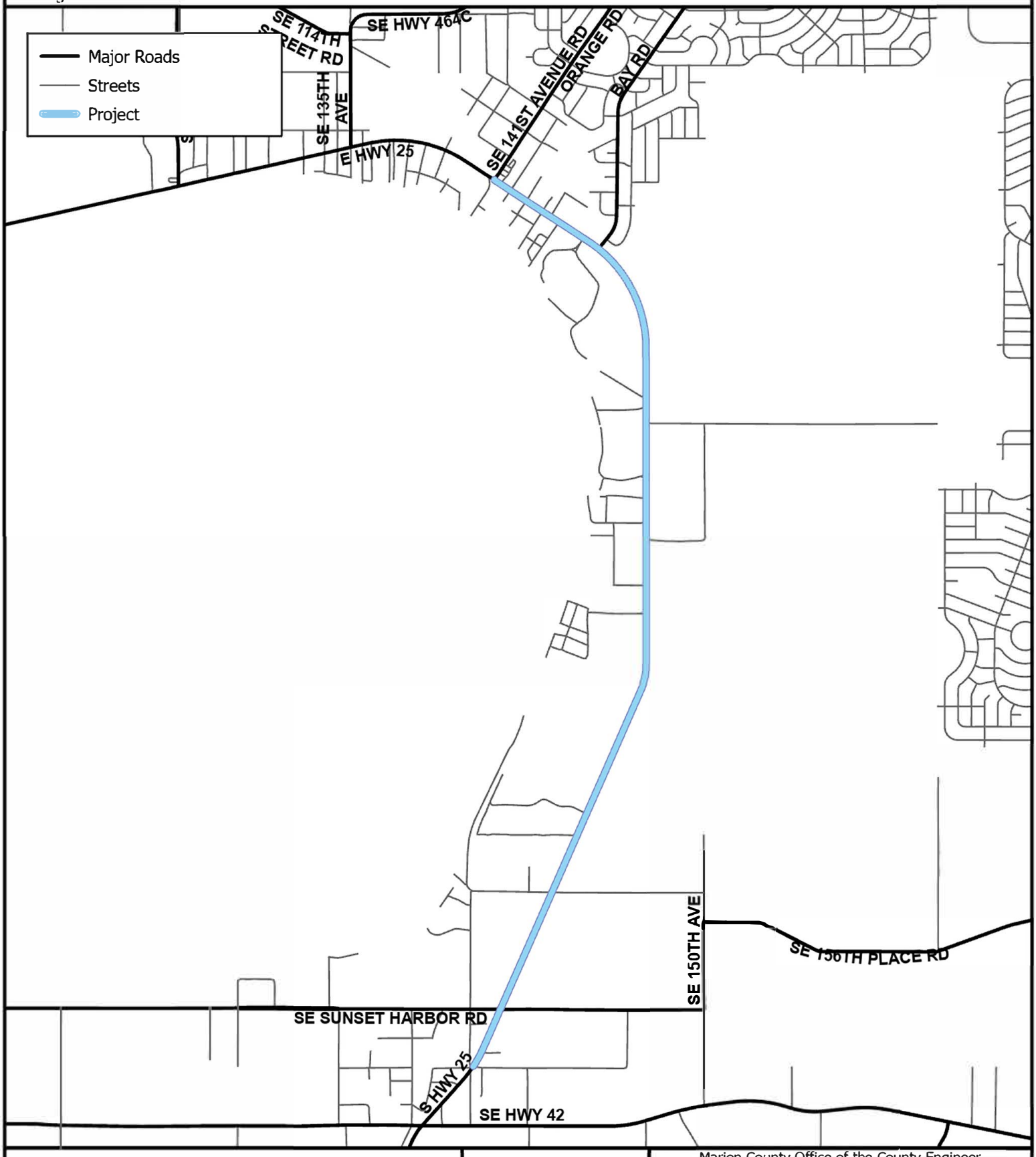
ITS: (TITLE)

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Exhibit A -Scheudle of Values (E/S HWY 25)						
#	Description	FDOT PAY ITEM	QTY	Unit	Unit Price	Total Bid
#0-1	MOBILIZATION AND SPECIAL PROVISIONS	N/A	1	LS	$ 174,100.00	$ 174,100.00
#0-2	PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION	N/A	1	LS	$ 20,000.00	$ 20,000.00
#0-3	CONSTRUCTION LAYOUT	0102-1	1	LS	$ 27,000.00	$ 27,000.00
#0-4	MAINTENANCE OF TRAFFIC	0110-1-1	1	LS	$ 144,250.00	$ 144,250.00
#0-5	CLEARING & GRUBBING	N/A	1	LS	$ 25,750.00	$ 25,750.00
#0-6	EARTHWORK	N/A	1	LS	$ 20,000.00	$ 20,000.00
#1-1	FC-9.5 FRICTION COURSE (TRAFFIC C)(PG 76-22)(1.0") (SPREAD RATE=110LBS/SY)	0337-7-82	4169	TN	$ 138.50	$ 577,406.50
#1-2	SP-12.5 STRUCTURAL LEVELING COURSE (TRAFFIC C)(PG 58-22)(1.5")(SPREAD RATE = 165LBS/SY)	0334-1-13	6252	TN	$ 104.25	$ 651,771.00
#1-3	MILLING TO A DEPTH OF 2.5"	0327-70-8	3375	SY	$ 6.45	$ 21,768.75
#1-4	ADHESIVE PAVEMENT MEMBRANE (PETROTACH OR EQUIVALENT)(12" WIDTH)	N/A	44580	LF	$ 2.95	$ 131,511.00
#1-5	LIMEROCK (FOR PROOF ROLL)	N/A	1062	TN	$ 79.75	$ 84,694.50
#2-1	ASPHALT APRONS (AT EXISTING PAVED DRIVEWAYS) (16) FC-9.5 FRICTION COURSE (TRAFFIC C)(PG 76-22)(1.0") (SPREAD RATE=110LBS/SY)	0337-7-82	25	TN	$ 160.00	$ 4,000.00
#2-2	NEW ASPHALT DRIVEWAY (AT EXISTING DIRT DRIVES) (26) FC-9.5 FRICTION COURSE (TRAFFIC C)(PG 76-22)(1.0") (SPREAD RATE=110LBS/SY)	0337-7-82	13	SY	$ 155.00	$ 2,015.00
#2-3	NEW ASPHALT DRIVEWAY (AT EXISTING DIRT DRIVES) (26) 6" LIMEROCK BASE (LBR 100)	0286-1	224	SY	$ 100.00	$ 22,400.00
#2-4	CONC APRON-6" CONCRETE DRIVEWAYS COMPLETE (16)	0522-2	453	SY	$ 127.50	$ 57,757.50
#2-5	SIDE ROAD APRONS (EXISTING) (20) FC-9.5 FRICTION COURSE (TRAFFIC C)(PG 76-22)(1.0") (SPREAD RATE=110LBS/SY)	0337-7-82	110	TN	$ 620.00	$ 68,200.00
#3-1	REMOVAL OF EXISTING GUARDRAIL	0536-73	50	LF	$ 5.50	$ 275.00
#3-2	INSTALL NEW GUARDRAIL, TL-3 GENERAL	0536-1-1	50	LF	$ 24.00	$ 1,200.00
#3-3	GUARDRAIL END TREATMENT, PARRALLEL APPROACH TERMINAL	0536-85-24	2	EA	$ 4,200.00	$ 8,400.00
#4-1	ROADSIDE SOD (BAHIA OR MATCH EXISTING)	0570-1-2	20962	SY	$ 3.35	$ 70,222.70
#5-1	SILT FENCE-STAKED TYPE III	0104-10-3	47165	LF	$ 1.65	$ 77,822.25
#6-1	MOWING	N/A	9	AC	$ 1,100.00	$ 9,900.00
#7-1	PAINTED PAVEMENT MARKING (YELLOW SOLID 6" STRIPE)	0710-11201	5.971	GM	$ 2,000.00	$ 11,942.00
#7-2	PAINTED PAVEMENT MARKING (YELLOW 10-30 SKIP 6")	0710-11231	1.913	GM	$ 1,150.00	$ 2,199.95
#7-3	PAINTED PAVEMENT MARKING (WHITE SOLID 6" STRIPE)	0710-11101	8.228	GM	$ 2,000.00	$ 16,456.00
#7-4	PAINTED PAVEMENT MARKING (WHITE 24" STOP BAR)	0710-11125	276	LF	$ 3.25	$ 897.00
#8-1	THERMOPLASTIC PAVEMENT MARKING (YELLOW SOLID 6" STRIPES)	0711-16201	5.971	GM	$ 5,750.00	$ 34,333.25
#8-2	THERMOPLASTIC PAVEMENT MARKING (YELLOW 10-30 SKIP 6")	0711-16231	1.913	GM	$ 3,750.00	$ 7,173.75
#8-3	THERMOPLASTIC PAVEMENT MARKING (WHITE SOLID 6" STRIPE)	0711-16101	8.228	GM	$ 5,750.00	$ 47,311.00
#8-4	THERMOPLASTIC PAVEMENT MARKING (WHITE 24" STOP BAR)	0710-11125	276	LF	$ 8.75	$ 2,415.00
#9-1	BI-DIRECTIONAL AMBER/AMBER	0706-1-3	939	EA	$ 4.40	$ 4,131.60
#9-2	MONO DIRECTIONAL AMBER	0706-1-4	187	EA	$ 4.40	$ 822.80
#10-1	SIGN REMOVAL AND REPLACEMENT	N/A	1	LS	$ 750.00	$ 750.00
#11-1	AS-BUILT SURVEY	N/A	1	LS	$ 17,500.00	$ 17,500.00
Total Bid					**$**	**2,346,376.55**

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E/S Hwy 25 Resurface - Project # TIP075703
(From: SE 162nd PL to SE 141st Avenue Rd) 4.22 Miles



Path: \\mcbcc1\dfs\GIS_TR\Jason.Freeman\Engineering Services\Maps\MCBCC

Author: Jason Freeman
Printed: 6/30/2025

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.: 2025-21032 **Agenda Date:** 11/4/2025 **Agenda No.:** 7.5.2.

SUBJECT:
Request Approval of Bid Award: 25B-148 SW 80th Avenue Segment 1 Phases 1A & 1B - C. W. Roberts Contracting, Inc. Ocala, FL (Budget Impact - Neutral; expenditure of $38,639,647)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On behalf of the Office of the County Engineer, Procurement advertised a bid to hire a qualified contractor to widen SW 80th Avenue into a four-lane divided roadway over approximately 5.6 miles, to be completed as Phase 1A (SW 90th Street to 0.25 mile north of SW 80th Street) and Phase 1B (SW 80th Street to 0.5 mile north of SW 38th Street). Work includes construction of new travel lanes, curb and gutter, divided median, roundabouts, traffic signals, pavement markings, signage, and landscaping, along with a 12-foot multimodal path and 5-foot sidewalk for bicycle and pedestrian connectivity. The project also includes new and expanded stormwater systems with drainage retention areas and conveyance improvements to meet regulatory standards. The contractor will be responsible for maintenance of traffic, coordination with utilities, and environmental protection throughout construction, with all work performed in compliance with applicable federal, state, and local regulations. Three (3) submittals were received, and the tabulation is below:

Firm - *Location*	Bid Total
C. W. Roberts Contracting, Inc. - *Ocala, FL*	$38,639,646.63
Commercial Industrial Corp. - *Ocala, FL*	$40,340,917.10
Anderson Columbia Co, Inc. - *Lake City, FL*	$42,972,447.51

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.

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 signature, and upon return, will be forwarded to Legal, the Clerk, and Chairman for signatures.

BUDGET/IMPACT:
Neutral; expenditure of $38,639,646.63. 10% contingency will be added to the purchase order in accordance with the Procurement Manual. Funding is from VJ738541-563220-STC073815 ($32,489,646.63) (Infrast Surtax Cap Proj Fund), and GB772541-563512-TIP073815 ($6,150,000) (Impact Fee-West District).

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 C. W. Roberts Contracting, Inc. under 25B-148.

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 **C. W. Roberts Contracting, Inc.**, located at 2226 East Silver Springs Blvd., Ocala, FL 34470, possessing FEIN# 59-1683951, (hereinafter referred to as the "CONTRACTOR") under seal for **SW 80th Avenue Segment 1 Phases 1A & 1B** (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 # 25B-148 - SW 80th Avenue Segment 1 Phases 1A & 1B, 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 **Thirty Eight Million, Six Hundred Thirty-Nine Thousand, Six Hundred Forty-Six Dollars and Sixty-Three Cents ($38,639,646.63) based on unit pricing set forth in the Schedule 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.

F. INTENT AND INTERPRETATION

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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 25B-148SW 80th Avenue Segment 1 Phases 1A & 1B, 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
SUBSTANTIAL COMPLETION

A. Definition of "Substantial Completion."

"Substantial Completion" shall mean the stage in the progression of the Work when Work is sufficiently complete, in accordance with this Agreement, that COUNTY can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.

B. Punch List.

When CONTRACTOR believes that the Work is substantially complete, CONTRACTOR shall submit to the Architect and/or Engineer a list of items to be completed or corrected ("Punch List Items").

C. Certificate of Substantial Completion.

When the Architect and/or Engineer on the basis of an inspection determines that the Work is in fact substantially complete, it will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of COUNTY and CONTRACTOR for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which CONTRACTOR shall complete the items listed therein.

D. Payment at Substantial Completion.

The Certificate of Substantial Completion shall be submitted to COUNTY and CONTRACTOR for their written acceptance of the responsibilities assigned to them in such certificate. Upon such acceptance, Substantial Completion of the Work and execution by both COUNTY and CONTRACTOR of the Certificate of Substantial Completion, COUNTY shall pay CONTRACTOR an amount sufficient to increase total payments to CONTRACTOR to one hundred percent (100%) of the Price less one hundred percent (100%) of the reasonable cost as determined by COUNTY and the Architect and/or Engineer for completing all incomplete Work, correcting and bring into conformance all defective and nonconforming Work, and handling all unsettled claims.

E. Time and Liquidated Damages.

1. CONTRACTOR shall commence Work on the start date set forth in the NOTICE TO PROCEED (the "Start Date"). CONTRACTOR shall be issued the NOTICE TO PROCEED AFTER ALL CONTRACT DOCUMENTS ARE FILED AND RECORDED TO COUNTY'S SATISFACTION AND PERMITS ISSUED. CONTRACTOR shall achieve Substantial Completion of the Work for PHASE 1A **no later than 365 calendar days** from the Start Date, and measured by calendar days. CONTRACTOR shall achieve Substantial Completion of the Work for PHASE 1B **no later than 540 calendar days** from the Start Date and measured by calendar days. The number of calendar days from the Start Date through the date set forth for Substantial Completion, shall constitute the "Time."
2. Failure to complete Work within the Time will cause the charge of liquidated damages per calendar day of delay. At the Pre-Construction Conference, CONTRACTOR shall submit a schedule for performing the Work. The schedule shall be within the Time allotted for this Project

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and shall include tentative dates of performance. Time shall begin from the Start Date noted on the Notice to Proceed.

3. Beginning on the first calendar day after scheduled Substantial Completion for PHASE 1A, liquidated damages shall accrue at **5,021 per calendar day**. Beginning on the first calendar day after scheduled Substantial Completion for PHASE 1B, liquidated damages shall accrue at **10,224 per calendar day.** When COUNTY reasonably believes that Substantial 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 and when CONTRACTOR overcomes the delay in achieving Substantial 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.

SECTION 5
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 5 calendar days from the start date noted on the Notice to Proceed for each Phase.

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 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 6
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 7
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 8
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 9
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 10
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 11
CONTRACT ADMINISTRATION

A. The Architect and/or Engineer.

Kimley-Horn and Associates, Inc. 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 12
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 13
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 14
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 15
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 16
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 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: C. W. Roberts Contracting, Inc.
2226 East Silver Springs Blvd., Ocala, FL 34470
CONTACT PERSON: Stuart Savoy | Phone: 352-330-2540

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.
ssavoy@cwrcontracting.com and kbarnes@cwrcontracting.com.

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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

WITNESS:

SIGNATURE

PRINTED NAME

WITNESS

SIGNATURE

PRINTED NAME

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

KATHY BRYANT DATE
CHAIRMAN

BCC APPROVED:
November 4, 2025
25B-148 | SW 80th Avenue Segment 1 Phases 1A & 1B

C. W. ROBERTS CONTRACTING, INC.

BY: DATE

PRINTED:

ITS: (TITLE)

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EXHIBIT A- SCHEDULE OF VALUES PHASE 1A						
					C W ROBERTS CONTRACTING INC	
				Total Cost	$ 11,234,710.626	
#	Items	FDOTPAYITEM	QTY	Unit	UnitPrice	TotalBid
1						
#1-1	MOBILIZATION	101-1	1	LS	$ 887,303.63	$ 887,303.63
#1-2	MAINTENANCE OF TRAFFIC	102-1	1	LS	$ 747,603.0	$ 747,603.0
#1-3	CONSTRUCTION LAYOUT SURVEY	N/A	1	LS	$ 291,000.0	$ 291,000.0
#1-4	AS-BUILT PLANS	N/A	1	LS	$ 83,800.0	$ 83,800.0
#1-5	PROJECT INFORMATION SIGNS	N/A	2	EA	$ 500	**$ 1,000.0**
#1-6	100% GOPHER TORTOISE SURVEY	N/A	1	LS	$ 2,900.0	$ 2,900.0
#1-7	GOPHER TORTOISE RELOCATION (≤10)	N/A	10	EA	$ 7,550.0	$ 75,500.0
#1-8	GOPHER TORTOISE RELOCATION (>10)	N/A	10	EA	$ 8,045.0	$ 80,450.0
#1-9	SEDIMENT BARRIER (STANDARD)	104-10-3	14463	LF	$ 1.75	**$ 25,310.25**
#1-10	SOIL TRACKING PREVENTION DEVICE	104-15	3	EA	$ 2,100.0	$ 6,300.0
#1-11	INLET PROTECTION SYSTEM	104-18	6	EA	$ 175	$ 1,050.0
#1-12	CLEARING & GRUBBING	110-1-1	19	AC	$ 37,000.0	$ 703,000.0
#1-13	MAILBOX, F&I SINGLE	110-7-1	1	EA	$ 400	$ 400
#1-14	EXCAVATION	120-1	7291	CY	$ 7.5	**$ 54,682.5**
#1-15	SUBSOIL EXCAVATION	120-4	8888.8	CY	$ 22.6	$ 200,886.88
#1-16	EMBANKMENT	120-6	38719	CY	$ 1	**$ 38,719.0**
#1-17	TYPE B STABILIZATION (9")	160-4	860	SY	$ 25	$ 21,500.0
#1-18	TYPE B STABILIZATION (12")	160-4	55480	SY	$ 6.1	$ 338,428.0
#1-19	LIMEROCK BASE (4")	285-701	860	SY	$ 20	$ 17,200.0
#1-20	LIMEROCK BASE (8")	285-706	3375	SY	$ 16.9	$ 57,037.49999999999
#1-21	LIMEROCK BASE (10")	285-709	45062	SY	$ 20.6	$ 928,277.2000000001
#1-22	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH	327-70-6	8772	SY	$ 5.5	**$ 48,246.0**
#1-23	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC LEVEL C (2")	334-1-13	5223.6	TN	$ 220	$ 1,149,192.0
#1-24	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC LEVEL C (OVERBUILD), 0.7" AVG DEPTH	334-1-15	48.3	TN	$ 800	$ 38,640.0
#1-25	ASPHALT CONCRETE FRICTION COURSE,TRAFFIC C, FC-12.5, PG 76-22 (1.5")	337-7-83	4691	TN	$ 229.93	$ 1,078,601.6300000001
#1-26	TYPE P-5 CURB INLET, <10'	425-1-351	27	EA	$ 4,537.0	**$ 122,499.0**
#1-27	TYPE P-6 CURB INLET, <10'	425-1-361	5	EA	$ 4,615.0	**$ 23,075.0**
#1-28	TYPE J-3 CURB INLET, <10'	425-1-431	1	EA	$ 11,344.0	$ 11,344.0
#1-29	TYPE J-5 CURB INLET, <10'	425-1-451	8	EA	$ 7,021.0	**$ 56,168.0**
#1-30	TYPE J-6 CURB INLET, <10'	425-1-461	3	EA	$ 8,944.0	**$ 26,832.0**
#1-31	TYPE P-8 CURB INLET, <10'	425-1-481	1	EA	$ 6,325.0	**$ 6,325.0**
#1-32	INLETS, DT BOT, TYPE C, <10'	425-1-521	10	EA	$ 5,552.0	$ 55,520.0
#1-33	MANHOLES, P-8, <10'	425-2-61	7	EA	$ 4,806.0	$ 33,642.0
#1-34	MANHOLES, J-8, <10'	425-2-91	4	EA	$ 7,332.0	$ 29,328.0
#1-35	INLETS, ADJUST	425-4	2	EA	$ 2,388.0	$ 4,776.0
#1-36	MANHOLE, ADJUST	425-5	2	EA	$ 2,252.0	$ 4,504.0
#1-37	REINFORCED CONCRETE PIPE, 18"	430-174-118	2958	LF	$ 106	$ 313,548.0
#1-38	REINFORCED CONCRETE PIPE, 24"	430-174-124	1143	LF	$ 144	$ 164,592.0
#1-39	REINFORCED CONCRETE PIPE, 30"	430-174-130	2344	LF	$ 180	$ 421,920.0
#1-40	REINFORCED CONCRETE PIPE, 36"	430-174-136	461	LF	$ 229	$ 105,569.0
#1-41	MITERED END SECTION, OPTIONAL ROUND, 30" SD	430-984-133	1	EA	$ 6,450.0	$ 6,450.0
#1-42	MITERED END SECTION, OPTIONAL ROUND, 36" SD	430-984-138	1	EA	$ 7,125.0	**$ 7,125.0**
#1-43	BOLLARDS	519-78	5	EA	$ 390	**$ 1,950.0**
#1-44	CONCRETE CURB & GUTTER, TYPE F	520-1-10	22510	LF	$ 25.6	$ 576,256.0
#1-45	CONCRETE CURB, TYPE D	520-2-4	116	LF	$ 22.5	$ 2,610.0
#1-46	CONCRETE CURB, RIBBON CURB	520-2-100	1056	LF	$ 18.75	$ 19,800.0
#1-47	CONCRETE TRAFFIC SEPARATOR - TYPE IV, 4' WIDE	520-5-41	351	LF	$ 57	$ 20,007.0
#1-48	CONCRETE TRAFFIC SEPARATOR, SPECIAL-VARIABLE WIDTH	520-70	210	SY	$ 130	$ 27,300.0
#1-49	CONCRETE SIDEWALK & DRIVEWAYS, 4" THICK	522-1	2962	SY	$ 63	$ 186,606.0
#1-50	CONCRETE SIDEWALK & DRIVEWAYS, 6" THICK	522-2	654	SY	$ 96	$ 62,784.0
#1-51	DETECTABLE WARNINGS	527-2	439	SF	$ 40	$ 17,560.0
#1-52	FENCING, TYPE B, 0.5-5', W/ VYNIL COATING	550-10-212	216	SF	$ 28.5	**$ 6,156.0**
#1-53	SEED AND MULCH	570-1-1	6161	SY	$ 3.25	$ 20,023.25
#1-54	PERFORMANCE TURF, SOD	570-1-2	35087	SY	$ 5.6	$ 196,487.19999999998
#1-55	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, LESS THAN 12 SF	700-1-111	44	EA	$ 476	$ 20,944.0
#1-56	SINGLE COLUMN GROUND SIGN ASSEMBLY, RELOCATE	700-1-500	6	EA	$ 345	$ 2,070.0
#1-57	SINGLE COLUMN GROUND SIGN ASSEMBLY, REMOVE	700-1-600	33	EA	$ 57	$ 1,881.0
#1-58	SIGN PANEL, FURNISH & INSTALL GROUND MOUNT, UP TO 12 SF	700-3-101	1	EA	$ 344	$ 344
#1-59	SIGN PANEL, REMOVE, UP TO 12 SF	700-3-601	1	EA	$ 57	$ 57
#1-60	ENHANCED HIGHWAY SIGN ASSEMBLY, SOLAR POWERED, REMOVE - GROUND MOUNT	700-142-902	2	EA	$ 574	$ 1,148.0
#1-61	OBJECT MARKER, TYPE 1	705-10-1	8	EA	$ 241	$ 1,928.0
#1-62	DELINEATOR, FLEXIBLE TUBULAR	705-11-1	2	EA	$ 120.5	$ 241.0
#1-63	RAISED PAVEMENT MARKER, TYPE B WITHOUT FINAL SURFACE MARKINGS	706-1-3	1121	EA	$ 4.55	$ 5,100.55
#1-64	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, ISLAND NOSE	710-12-290	300	SF	$ 11.04	$ 3,311.9999999999995
#1-65	PAINTED PAVEMENT MARKINGS - FINAL SURFACE	710-90	1	LS	$ 36,500.0	$ 36,500.0
#1-66	THERMOPLASTIC, STANDARD, WHITE, SOLID, 8" FOR INTERCHANGE AND URBAN ISLAND	711-11-102	0.368	GM	$ 3,815.0	$ 1,403.92
#1-67	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	711-11-123	1769	LF	$ 4	$ 7,076.0
#1-68	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	711-11-124	1392	LF	$ 5.1	$ 7,099.2
#1-69	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	711-11-125	452	LF	$ 6.25	$ 2,825.0
#1-70	THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, WHITE, 3-9 SKIP FOR LANE DROP, 12"	711-11-133	0.018	GM	$ 5,000.0	**$ 90.0**
#1-71	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	711-11-141	0.147	GM	$ 3,714.0	$ 545.958
#1-72	THERMOPLASTIC, STANDARD, WHITE, MESSAGE	711-11-160	18	EA	$ 384	$ 6,912.0
#1-73	THERMOPLASTIC, STANDARD, WHITE, ARROW	711-11-170	50	EA	$ 108	$ 5,400.0
#1-74	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	711-11-224	676	LF	$ 5.1	$ 3,447.6
#1-75	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	711-14-125	1354	LF	$ 16	$ 21,664.0
#1-76	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	711-16-101	3.395	GM	$ 6,590.0	$ 22,373.05
#1-77	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP	711-16-131	1.695	GM	$ 3,888.0	$ 6,590.16
#1-78	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	711-16-201	3.144	GM	$ 6,592.0	$ 20,725.248
2						
#2-1	CONDUIT, F&I, OPEN TRENCH	630-2-11	205	LF	$ 23.6	$ 4,838.0
#2-2	CONDUIT, F&I, DIRECTIONAL BORE	630-2-12	7475	LF	$ 39.15	$ 292,646.25

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#2-3	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, F&I	632-7-1	2	PI	$ 14,716.0	$ 29,432.0
#2-4	FIBER OPTIC CABLE, F&I, UNDERGROUND,2-12 FIBERS	633-1-121	200	LF	$ 5.36	$ 1,072.0
#2-5	FIBER OPTIC CABLE, F&I, UNDERGROUND,49-96 FIBERS	633-1-123	7430	LF	$ 5.87	$ 43,614.1
#2-6	FIBER OPTIC CONNECTION, INSTALL, SPLICE	633-2-31	8	EA	$ 64.4	$ 515.2
#2-7	FIBER OPTIC CONNECTION, INSTALL, TERMINATION	633-2-32	24	EA	$ 103	$ 2,472.0
#2-8	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE ENCLOSURE	633-3-11	2	EA	$ 2,383.0	$ 4,766.0
#2-9	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE TRAY	633-3-12	2	EA	$ 97	$ 194
#2-10	FIBER OPTIC CONNECTION HARDWARE, F&I, PATCH PANEL- FIELD TERMINATED	633-3-16	2	EA	$ 2,737.0	$ 5,474.0
#2-11	SPAN WIRE ASSEMBLY, F&I, TWO POINT, BOX OR DROP BOX	634-4-153	2	PI	$ 21,634.0	$ 43,268.0
#2-12	PULL & SPLICE BOX, F&I, 13"X24"	635-2-11	38	EA	$ 1,930.0	$ 73,340.0
#2-13	PULL & SPLICE BOX, F&I, 24"X36"	635-2-12	6	EA	$ 3,024.0	$ 18,144.0
#2-14	PULL & SPLICE BOX, F&I, 30"X60" OR 36" ROUND COVER SIZE	635-2-13	3	EA	$ 5,425.0	$ 16,275.0
#2-15	ELECTRICAL POWER SERVICE, F&I, OVERHEAD, METER PURCHASED BY CONTRACTOR	639-1-112	1	AS	$ 5,232.0	$ 5,232.0
#2-16	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	639-2-1	25	LF	$ 6.95	$ 173.75
#2-17	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	639-3-11	3	EA	$ 3,715.0	$ 11,145.0
#2-18	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	641-2-12	1	EA	$ 2,975.0	$ 2,975.0
#2-19	PRESTRESSED CONCRETE POLE, F&I, TYPE P-VIII	641-2-18	8	EA	$ 35,708.0	$ 285,664.0
#2-20	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL- POLE 30' AND GREATER	641-2-80	8	EA	$ 15,328.0	$ 122,624.0
#2-21	ALUMINUM SIGNALS POLE, PEDESTAL	646-1-11	13	EA	$ 4,026.0	$ 52,338.0
#2-22	ALUMINUM SIGNALS POLE, RELOCATE	646-1-40	1	EA	$ 1,803.0	$ 1,803.0
#2-23	ALUMINUM SIGNALS POLE, REMOVE	646-1-60	1	EA	$ 773	$ 773
#2-24	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE W/ALUM TOP, 3 SECTION, 1 WAY	650-1-24	22	AS	$ 2,130.0	$ 46,860.0
#2-25	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE W/ALUM TOP, 4 SECTION, 1 WAY	650-1-26	4	AS	$ 2,607.0	$ 10,428.0
#2-26	PEDESTRIAN SIGNAL, F&I LED COUNTDOWN, 1 WAY	653-1-11	13	AS	$ 848	$ 11,024.0
#2-27	VEHICLE DETECTION SYSTEM- VIDEO, F&I CABINET EQUIPMENT	660-4-11	2	EA	$ 21,000.0	$ 42,000.0
#2-28	VEHICLE DETECTION SYSTEM- VIDEO, F&I ABOVE GROUND EQUIPMENT	660-4-12	12	EA	$ 17,894.0	$ 214,728.0
#2-29	VEHICLE DETECTION SYSTEM- VIDEO, REMOVE	660-4-60	1	EA	$ 3,864.0	$ 3,864.0
#2-30	PEDESTRIAN DETECTOR, F&I, STANDARD	665-1-11	13	EA	$ 464.35	$ 6,036.55
#2-31	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA, 2 PREEMPTION	670-5-111	1	AS	$ 50,048.0	**$ 50,048.0**
#2-32	TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET	670-5-600	1	AS	$ 3,349.0	$ 3,349.0
#2-33	ITS CCTV CAMERA, F&I, DOME PTZ ENCLOSURE - PRESSURIZED, IP, HIGH DEFINITION	682-1-113	2	EA	$ 9,338.5	$ 18,677.0
#2-34	MANAGED FIELD ETHERNET SWITCH, LAYER 3, FURNISH & INSTALL	684-1-10	2	EA	$ 5,796.3	$ 11,592.6
#2-35	BLUETOOTH BASED TRAVEL SYSTEM	684-6-13	2	EA	$ 19,321.05	$ 38,642.1
#2-36	UNINTERRUPTIBLE POWER SUPPLY, FURNISH AND INSTALL, LINE INTERACTIVE WITH CABINET	685-1-13	2	EA	$ 14,575.25	$ 29,150.5
#2-37	REMOTE POWER MANAGEMENT UNIT-RPMU, FURNISH AND INSTALL	685-2-1	2	EA	$ 1,496.65	$ 2,993.3
#2-38	INTERNALLY ILLUMINATED SIGN, F&I, OVERHEAD MOUNT, 12-18 SF	700-5-22	8	EA	$ 10,681.0	$ 85,448.0
#2-39	LIGHTING CONDUCTORS, F&I, INSULATED, NO. 8 - 6	715-1-12	3545	LF	$ 2.47	$ 8,756.150000000001
#2-40	LUMINAIRE & BRACKET ARM- ALUMINUM, F&I NEW LUMINAIRE AND ARM ON NEW/EXISTING POLE	715-5-31	12	EA	$ 3,739.45	$ 44,873.399999999994

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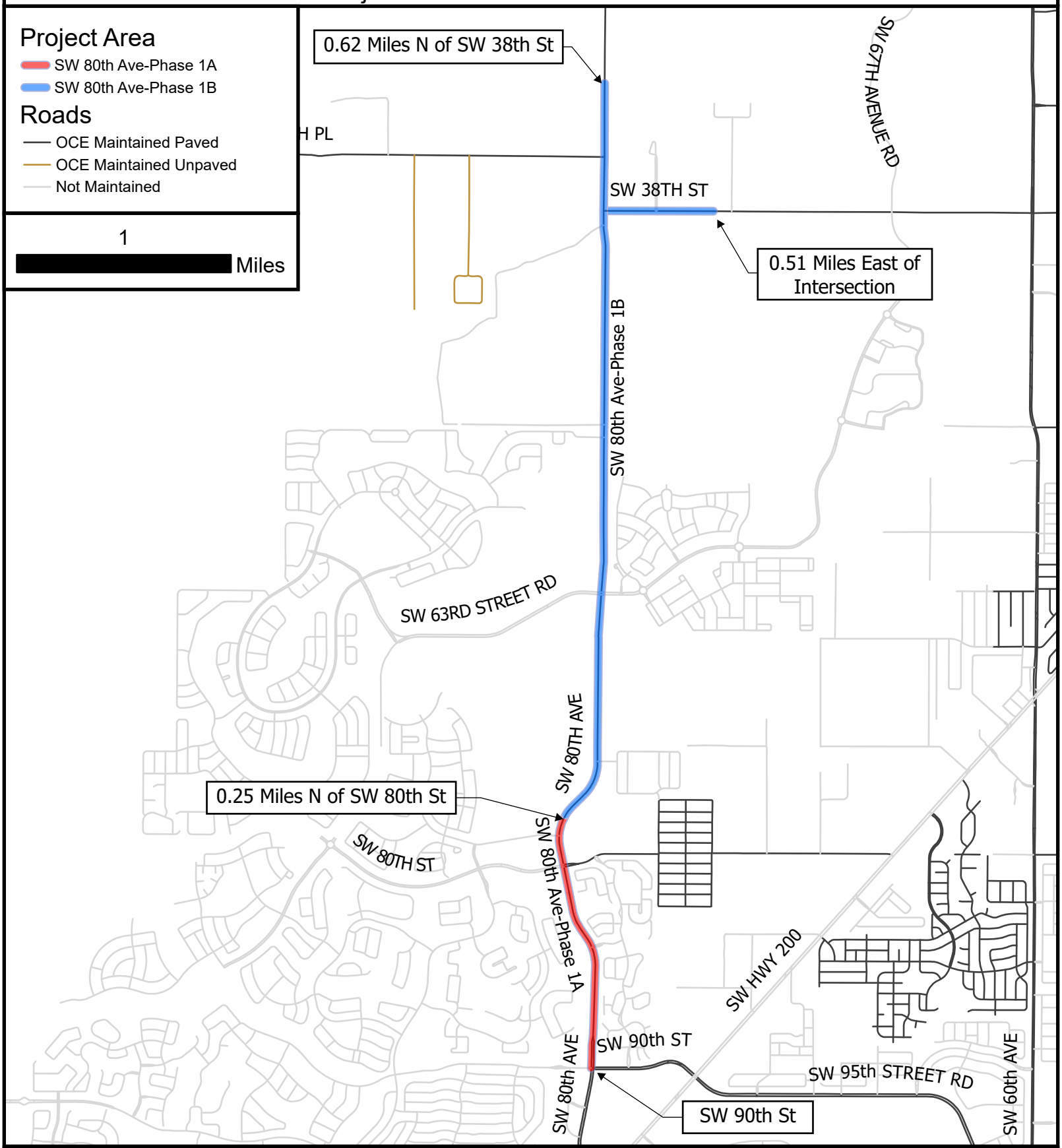
EXHIBIT A - SCHEDULE OF VALUES PHASE 1B						
					C W ROBERTS CONTRACTING I	
				Total Cost	$ 27,404,936.001999993	
#	Items	FDOTPAYITEM	QTY	UNIT	UnitPrice	TotalCost
1						
#1-1	MOBILIZATION	101-1	1	LS	$ 1,690,256.41	$ 1,690,256.41
#1-2	RE-MOBILIZATION	101-1A	1	LS	$ 23,718.0	**$ 23,718.0**
#1-3	MAINTENANCE OF TRAFFIC	102-1	1	LS	$ 1,318,978.0	**$ 1,318,978.0**
#1-4	CONSTRUCTION LAYOUT SURVEY	N/A	1	LS	$ 502,800.0	$ 502,800.0
#1-5	AS-BUILT PLANS	N/A	1	LS	$ 176,000.0	$ 176,000.0
#1-6	PROJECT INFORMATION SIGNS	N/A	2	EA	$ 579.55	**$ 1,159.1**
#1-7	100% GOPHER TORTOISE SURVEY	N/A	1	LS	$ 6,250.0	$ 6,250.0
#1-8	GOPHER TORTOISE RELOCATION (≤10)	N/A	10	EA	$ 7,550.0	$ 75,500.0
#1-9	GOPHER TORTOISE RELOCATION (>10)	N/A	10	EA	$ 8,045.0	$ 80,450.0
#1-10	SEDIMENT BARRIER (STANDARD)	104-10-3	34650	LF	$ 1.75	**$ 60,637.5**
#1-11	SOIL TRACKING PREVENTION DEVICE	104-15	6	EA	$ 2,100.0	**$ 12,600.0**
#1-12	INLET PROTECTION SYSTEM	104-18	161	EA	$ 100	**$ 16,100.0**
#1-13	CLEARING & GRUBBING	110-1-1	67.5	AC	$ 14,315.0	$ 966,262.5
#1-14	MAILBOX, F&I SINGLE	110-7-1	40	EA	$ 500	$ 20,000.0
#1-15	EXCAVATION	120-1	331995	CY	$ 1	**$ 331,995.0**
#1-16	SUBSOIL EXCAVATION	120-4	10000	CY	$ 19	$ 190,000.0
#1-17	EMBANKMENT	120-6	145331	CY	$ 1	**$ 145,331.0**
#1-18	TYPE B STABILIZATION (9")	160-4	15534	SY	$ 6.5	$ 100,971.0
#1-19	TYPE B STABILIZATION (12")	160-4	180786	SY	$ 6.1	$ 1,102,794.59999
#1-20	LIMEROCK BASE (4")	285-701	15991	SY	$ 11.5	$ 183,896.5
#1-21	LIMEROCK BASE (10")	285-709	158399	SY	$ 23	$ 3,643,177.0
#1-22	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH	327-70-6	6550	SY	$ 6	**$ 39,300.0**
#1-23	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC LEVEL C (2")	334-1-13	16594.2	TN	$ 140	$ 2,323,188.0
#1-24	ASPHALT CONCRETE FRICTION COURSE,TRAFFIC C, FC-12.5, PG 76-22 (1.5")	337-7-83	14231.9	TN	$ 175	$ 2,490,582.5
#1-25	CONCRETE PAVEMENT FOR ROUNDABOUT APRON, 12" DEPTH	350-30-13	1402	SY	$ 292.89	$ 410,631.7799999
#1-26	TYPE P-5 CURB INLET, <10'	425-1-351	69	EA	$ 5,961.0	**$ 411,309.0**
#1-27	TYPE P-6 CURB INLET, <10'	425-1-361	15	EA	$ 6,471.0	**$ 97,065.0**
#1-28	TYPE J-5 CURB INLET, <10'	425-1-451	16	EA	$ 8,094.0	$ 129,504.0
#1-29	TYPE J-6 CURB INLET, <10'	425-1-461	12	EA	$ 9,910.0	$ 118,920.0
#1-30	INLETS, DT BOT, TYPE C, <10'	425-1-521	13	EA	$ 5,801.0	$ 75,413.0
#1-31	INLETS, DT BOT, TYPE D, <10'	425-1-541	1	EA	$ 7,597.0	$ 7,597.0
#1-32	INLETS, DT BOT, TYPE H, <10	425-1-581	1	EA	$ 12,942.0	$ 12,942.0
#1-33	MANHOLES, P-8, <10'	425-2-61	15	EA	$ 4,687.0	$ 70,305.0
#1-34	MANHOLES, J-8, <10'	425-2-91	7	EA	$ 7,794.0	$ 54,558.0
#1-35	REINFORCED CONCRETE PIPE, 18"	430-174-118	7958	LF	$ 112	$ 891,296.0
#1-36	REINFORCED CONCRETE PIPE, 24"	430-174-124	6430	LF	$ 150	$ 964,500.0
#1-37	REINFORCED CONCRETE PIPE, 30"	430-174-130	3551	LF	$ 188	$ 667,588.0
#1-38	REINFORCED CONCRETE PIPE, 36"	430-174-136	2542	LF	$ 237	$ 602,454.0
#1-39	REINFORCED CONCRETE PIPE, 42"	430-174-142	98	LF	$ 283	$ 27,734.0
#1-40	REINFORCED CONCRETE PIPE, 48"	430-174-148	455	LF	$ 336	$ 152,880.0
#1-41	MITERED END SECTION, OPTIONAL ROUND, 18" CD	430-982-125	1	EA	$ 4,400.0	$ 4,400.0
#1-42	MITERED END SECTION, OPTIONAL ROUND, 24" CD	430-982-129	5	EA	$ 4,650.0	$ 23,250.0
#1-43	MITERED END SECTION, OPTIONAL ROUND, 30" CD	430-982-133	4	EA	$ 6,445.0	$ 25,780.0
#1-44	MITERED END SECTION, OPTIONAL ROUND, 36" CD	430-982-138	3	EA	$ 7,120.0	$ 21,360.0
#1-45	MITERED END SECTION , OPTIONAL ROUND, 48" CD	430-982-141	2	EA	$ 9,783.0	$ 19,566.0
#1-46	BOLLARDS	519-78	3	EA	$ 390	**$ 1,170.0**
#1-47	CONCRETE CURB & GUTTER, TYPE F	520-1-10	83026	LF	$ 27	$ 2,241,702.0
#1-48	CONCRETE CURB, TYPE D	520-2-4	908	LF	$ 23	$ 20,884.0
#1-49	CONCRETE CURB, TYPE RA	520-2-8	1067	LF	$ 34	$ 36,278.0
#1-50	CONCRETE SIDEWALK & DRIVEWAYS, 4" THICK	522-1	13215	SY	$ 61	$ 806,115.0
#1-51	CONCRETE SIDEWALK & DRIVEWAYS, 6" THICK	522-2	5419	SY	$ 88.35	$ 478,768.649999
#1-52	DETECTABLE WARNINGS	527-2	941	SF	$ 40	$ 37,640.0
#1-53	SEED AND MULCH	570-1-1	69953	SY	$ 2.3	$ 160,891.9
#1-54	PERFORMANCE TURF, SOD	570-1-2	182574	SY	$ 5.6	$ 1,022,414.39999
#1-55	SHADE TREES	N/A	11	EA	$ 480	**$ 5,280.0**
#1-56	UNDERSTORY TREES	N/A	15	EA	$ 516.5	$ 7,747.5
#1-57	3 GAL. SMALL SHRUBS	N/A	407	EA	$ 20.65	$ 8,404.55
#1-58	1 GAL. SMALL SHRUBS	N?A	346	EA	$ 217	$ 75,082.0
#1-59	1 GAL. GROUNDCOVER	N/A	3059	EA	$ 5.45	**$ 16,671.55**
#1-60	MULCH - PINE BARK	N/A	130	CY	$ 11.5	**$ 1,495.0**
#1-61	MIDBLOCK CROSSWALK: RECTANGULAR RAPID FLASHING BEACON, F&I- SOLAR, COMPLETE SIGN ASSEMBLY- SING	654-2-21	24	AS	$ 14,663.0	**$ 351,912.0**
#1-62	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, LESS THAN 12 SF	700-1-111	47	EA	$ 476.35	$ 22,388.45
#1-63	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, 12.0-20.0 SF	700-1-112	7	EA	$ 2,269.0	$ 15,883.0
#1-64	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, 20.1-30.0 SF	700-1-113	7	EA	$ 2,727.0	$ 19,089.0
#1-65	SINGLE COLUMN GROUND SIGN ASSEMBLY, RELOCATE	700-1-500	20	EA	$ 344	$ 6,880.0
#1-66	SINGLE COLUMN GROUND SIGN ASSEMBLY, REMOVE	700-1-600	45	EA	$ 57	$ 2,565.0
#1-67	MULTI COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, 12.0-20.0 SF	700-2-112	7	EA	$ 5,623.0	$ 39,361.0
#1-68	MULTI-COLUMN GROUND SIGN ASSEMBLY, REMOVE	700-2-600	3	EA	$ 1,147.0	$ 3,441.0
#1-69	ENHANCED HIGHWAY SIGN ASSEMBLY, SOLAR POWERED, REMOVE - GROUND MOUNT	700-142-902	2	EA	$ 570	$ 1,140.0
#1-70	OBJECT MARKER, TYPE 1	705-10-1	5	EA	$ 240	$ 1,200.0
#1-71	OBJECT MARKER, TYPE 4	705-10-4	7	EA	$ 240	$ 1,680.0
#1-72	DELINEATOR, FLEXIBLE TUBULAR	705-11-1	6	EA	$ 120	$ 720
#1-73	RAISED PAVEMENT MARKER, TYPE B WITHOUT FINAL SURFACE MARKINGS	706-1-3	1399	EA	$ 4.5	$ 6,295.5
#1-74	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, ISLAND NOSE	710-12-290	111	SF	$ 11.45	$ 1,270.949999999
#1-75	PAINTED PAVEMENT MARKINGS - FINAL SURFACE	710-90	1	LS	$ 98,828.0	$ 98,828.0
#1-76	THERMOPLASTIC, STANDARD, WHITE, SOLID, 8" FOR INTERCHANGE AND URBAN ISLAND	711-11-102	0.039	GM	$ 6,993.0	**$ 272.727**
#1-77	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	711-11-123	3147	LF	$ 4	$ 12,588.0
#1-78	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	711-11-124	592	LF	$ 5.2	$ 3,078.4
#1-79	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE	711-11-125	439	LF	$ 6.3	$ 2,765.7
#1-80	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	711-11-141	0.638	GM	$ 3,890.0	$ 2,481.82
#1-81	THERMOPLASTIC, STANDARD, WHITE, 2-2 DOTTED EXTENSION LINE, 12" FOR ROUNDABOUT	711-11-144	0.061	GM	$ 8,942.0	$ 545.462
#1-82	THERMOPLASTIC, STANDARD, WHITE, MESSAGE	711-11-160	20	EA	$ 287	$ 5,740.0

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#1-83	THERMOPLASTIC, STANDARD, WHITE, ARROW	711-11-170	103	EA	$ 109	$ 11,227.0
#1-84	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	711-11-224	1035	LF	$ 5.15	$ 5,330.25
#1-85	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	711-14-125	1565	LF	$ 16.1	$ 25,196.50000000
#1-86	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	711-16-101	9.544	GM	$ 6,663.0	$ 63,591.67200000
#1-87	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP	711-16-131	5.323	GM	$ 3,937.0	$ 20,956.651
#1-88	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	711-16-201	9.13	GM	$ 6,666.0	$ 60,860.58
#1-89	PARTIAL P-5 INLET	425-1-355	2	EA	$ 6,300.0	$ 12,600.0
#1-90	TYPE P-6 CURB INLET, >10'	425-1-362	1	EA	$ 7,038.0	**$ 7,038.0**
#1-91	TYPE J-6 CURB INLET, >10'	425-1-462	1	EA	$ 10,457.0	$ 10,457.0
#1-92	FENCING TYPE A, 0'-5' (5-STRAND BARBED WIRE FENCE)	550-10-110	9720	LF	$ 9.6	$ 93,312.0
#1-93	FENCE GATE, SINGLE, 18.1-20.0 OPENING	550-60-114	8	EA	$ 1,700.0	$ 13,600.0
2						
#2-1	CONDUIT, F&I, OPEN TRENCH	630-2-11	160	LF	$ 23.6	$ 3,776.0
#2-2	CONDUIT, F&I, DIRECTIONAL BORE	630-2-12	6200	LF	$ 39.15	$ 242,730.0
#2-3	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, F&I	632-7-1	1	PI	$ 14,716.0	$ 14,716.0
#2-4	FIBER OPTIC CABLE, F&I, UNDERGROUND,2-12 FIBERS	633-1-121	100	LF	$ 5.36	$ 536.0
#2-5	FIBER OPTIC CABLE, F&I, UNDERGROUND,49-96 FIBERS	633-1-123	6245	LF	$ 5.9	$ 36,845.5
#2-6	FIBER OPTIC CONNECTION, INSTALL, SPLICE	633-2-31	100	EA	$ 64.4	$ 6,440.000000000
#2-7	FIBER OPTIC CONNECTION, INSTALL, TERMINATION	633-2-32	12	EA	$ 103	$ 1,236.0
#2-8	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE ENCLOSURE	633-3-11	2	EA	$ 2,894.0	$ 5,788.0
#2-9	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE TRAY	633-3-12	9	EA	$ 96.6	$ 869.4
#2-10	FIBER OPTIC CONNECTION HARDWARE, F&I, PATCH PANEL- FIELD TERMINATED	633-3-16	1	EA	$ 2,737.0	$ 2,737.0
#2-11	SPAN WIRE ASSEMBLY, F&I, TWO POINT, BOX OR DROP BOX	634-4-153	1	PI	$ 21,633.0	$ 21,633.0
#2-12	PULL & SPLICE BOX, F&I, 13"X24"	635-2-11	34	EA	$ 1,930.0	$ 65,620.0
#2-13	PULL & SPLICE BOX, F&I, 24"X36"	635-2-12	6	EA	$ 3,023.0	$ 18,138.0
#2-14	PULL & SPLICE BOX, F&I, 30"X60" OR 36" ROUND COVER SIZE	635-2-13	1	EA	$ 5,425.0	$ 5,425.0
#2-15	ELECTRICAL POWER SERVICE, F&I, OVERHEAD, METER PURCHASED BY CONTRACTOR	639-1-112	1	AS	$ 5,232.0	$ 5,232.0
#2-16	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	639-2-1	100	LF	$ 6.9	$ 690.0
#2-17	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	639-3-11	2	EA	$ 3,715.0	$ 7,430.0
#2-18	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	641-2-12	1	EA	$ 2,975.0	$ 2,975.0
#2-19	PRESTRESSED CONCRETE POLE, F&I, TYPE P-VIII	641-2-18	4	EA	$ 35,707.0	$ 142,828.0
#2-20	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL- POLE 30' AND GREATER	641-2-80	4	EA	$ 15,328.0	$ 61,312.0
#2-21	ALUMINUM SIGNALS POLE, PEDESTAL	646-1-11	8	EA	$ 4,026.0	$ 32,208.0
#2-22	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE W/ALUM TOP, 3 SECTION, 1 WAY	650-1-24	12	AS	$ 2,130.0	$ 25,560.0
#2-23	PEDESTRIAN SIGNAL, F&I LED COUNTDOWN, 1 WAY	653-1-11	8	AS	$ 848	$ 6,784.0
#2-24	VEHICLE DETECTION SYSTEM- VIDEO, F&I CABINET EQUIPMENT	660-4-11	1	EA	$ 2,099.0	**$ 2,099.0**
#2-25	VEHICLE DETECTION SYSTEM- VIDEO, F&I ABOVE GROUND EQUIPMENT	660-4-12	6	EA	$ 17,833.0	$ 106,998.0
#2-26	PEDESTRIAN DETECTOR, F&I, STANDARD	665-1-11	8	EA	$ 464	$ 3,712.0
#2-27	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA, 2 PREEMPTION	670-5-111	1	AS	$ 55,047.0	$ 55,047.0
#2-28	TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET	670-5-600	1	AS	$ 3,348.0	$ 3,348.0
#2-29	ITS CCTV CAMERA, F&I, DOME PTZ ENCLOSURE - PRESSURIZED, IP, HIGH DEFINITION	682-1-113	1	EA	$ 9,338.0	$ 9,338.0
#2-30	MANAGED FIELD ETHERNET SWITCH, LAYER 3, FURNISH & INSTALL	684-1-10	1	EA	$ 5,796.0	$ 5,796.0
#2-31	BLUETOOTH BASED TRAVEL SYSTEM	684-6-13	1	EA	$ 19,321.0	$ 19,321.0
#2-32	UNINTERRUPTIBLE POWER SUPPLY, FURNISH AND INSTALL, LINE INTERACTIVE WITH CABINET	685-1-13	1	EA	$ 14,575.0	$ 14,575.0
#2-33	REMOTE POWER MANAGEMENT UNIT-RPMU, FURNISH AND INSTALL	685-2-1	1	EA	$ 1,496.0	$ 1,496.0
#2-34	INTERNALLY ILLUMINATED SIGN, F&I, OVERHEAD MOUNT, 12-18 SF	700-5-22	4	EA	$ 10,680.0	$ 42,720.0
#2-35	LIGHTING CONDUCTORS, F&I, INSULATED, NO. 8 - 6	715-1-12	1680	LF	$ 2.5	$ 4,200.0
#2-36	LUMINAIRE & BRACKET ARM- ALUMINUM, F&I NEW LUMINAIRE AND ARM ON NEW/EXISTING POLE	715-5-31	4	EA	$ 3,739.0	$ 14,956.0
#2-37	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE W/ALUM TOP, 4 SECTION, 1 WAY	650-1-26	4	AS	$ 2,585.0	$ 10,340.0
#2-38	MULTI-COLUMN GROUND SIGN ASSEMBLY, RELOCATE	700-2-500	1	EA	$ 5,739.0	$ 5,739.0
#2-39	SIGN PANEL, FURNISH & INSTALL GROUND MOUNT, UP TO 12 SF	700-3-101	4	EA	$ 340	**$ 1,360.0**
3						
#3-1	CONDUIT, F&I, DIRECTIONAL BORE	630-2-12	200	LF	$ 39.15	$ 7,830.0
#3-2	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, F&I	632-7-1	1	PI	$ 14,716.0	$ 14,716.0
#3-3	SPAN WIRE ASSEMBLY, F&I, TWO POINT, BOX OR DROP BOX	634-4-153	1	PI	$ 21,633.0	$ 21,633.0
#3-4	PULL & SPLICE BOX, F&I, 13"X24"	635-2-11	8	EA	$ 1,929.0	$ 15,432.0
#3-5	ELECTRICAL POWER SERVICE, F&I, OVERHEAD, METER PURCHASED BY CONTRACTOR	639-1-112	1	AS	$ 5,232.0	$ 5,232.0
#3-6	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	639-2-1	100	LF	$ 7	$ 700
#3-7	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	639-3-11	1	EA	$ 3,714.0	$ 3,714.0
#3-8	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	641-2-12	1	EA	$ 2,974.0	$ 2,974.0
#3-9	PRESTRESSED CONCRETE POLE, F&I, TYPE P-VII	641-2-17	4	EA	$ 28,056.0	$ 112,224.0
#3-10	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE W/ALUM TOP, 3 SECTION, 1 WAY	650-1-24	8	AS	$ 2,130.0	$ 17,040.0
#3-11	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA W/STANDARD LOCK, 2 PREEMPTION	670-5-162	1	AS	$ 55,047.0	$ 55,047.0

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SW 80th Avenue Segment 1- Phases 1A & 1B
(From SW 90th St to 0.25 miles N of SW 80th St)
(From 0.25 miles N of SW 80th St to 0.62 miles N of SW 38th St)
Project # STC073815 & TIP # 073815



Pathway:
\\mcbcc1\dfs\GIS_TR\Clay.Gibson\PDFs

Technician: CG
Printed: 10/24/2025

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.: 2025-21069 **Agenda Date:** 11/4/2025 **Agenda No.:** 7.5.3.

SUBJECT:
Request Approval of Bid Award: 25B-152 NW 80th Avenue and W Hwy 40 Intersection Improvement Project - Commercial Industrial Corp. Ocala, FL (Budget Impact - Neutral; expenditure of $11,184,942)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On behalf of the Office of the County Engineer, Procurement advertised a bid to hire a qualified contractor for the improvement of the NW 80th Avenue and W Hwy 40 intersection. The work will consist of improvements to the existing intersection to facilitate the future expansion of 80th Avenue to four lanes, and includes, but not limited to, additional through lanes and turn lanes, bike lanes, curb and gutter, concrete sidewalks, multi-use paths, medians, storm drainage, drainage retention areas, traffic markings and signals, ditches, berms, coordination for relocation of existing utilities, driveways, dry water mains, and dry sanitary force mains. Two submittals were received, and the tabulation is below:

Firm - *Location*	Bid Total
Commercial Industrial Corp. - *Ocala, FL*	$11,184,942.19
C. W. Roberts Contracting, Inc. - *Ocala, FL*	$13,258,152.47

Steven Cohoon, P.E., County Engineer, recommends that Commercial Industrial Corp. (CIC) 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 CIC for signature, and upon return, will be forwarded to Legal, the Clerk, and Chairman for signatures.

BUDGET/IMPACT:
Neutral; expenditure of $11,184,942.19. 10% contingency will be added to the purchase order in accordance with the Procurement Manual. Funding is from VJ738541-563220-STC073868 ($10,197,524.19) (Infrast Surtax Cap Proj Fund) and ZF448536-563102-UTC000150 ($987,418) (Marion County Utility 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 contract with CIC under 25B-152.

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 **Commercial Industrial Corp.**, located at 186 NW 68th Ave., Ocala, FL 34482, possessing FEIN# 59-2407001, (hereinafter referred to as the "CONTRACTOR") under seal for **NW 80th Ave. & SR 40 Intersection Improvement 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 # 25B-152 - NW 80th Ave. & SR 40 Intersection Improvement 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 **Eleven Million, One Hundred Eighty-Four Thousand, Nine Hundred Forty-Two Dollars and Nineteen Cents ($11,184,942.19) based on unit pricing set forth in the Schedule 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 25B-152NW 80th Ave. & SR 40 Intersection Improvement 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
SUBSTANTIAL COMPLETION

A. Definition of "Substantial Completion."

"Substantial Completion" shall mean the stage in the progression of the Work when Work is sufficiently complete, in accordance with this Agreement, that COUNTY can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.

B. Punch List.

When CONTRACTOR believes that the Work is substantially complete, CONTRACTOR shall submit to the Architect and/or Engineer a list of items to be completed or corrected ("Punch List Items").

C. Certificate of Substantial Completion.

When the Architect and/or Engineer on the basis of an inspection determines that the Work is in fact substantially complete, it will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of COUNTY and CONTRACTOR for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which CONTRACTOR shall complete the items listed therein.

D. Payment at Substantial Completion.

The Certificate of Substantial Completion shall be submitted to COUNTY and CONTRACTOR for their written acceptance of the responsibilities assigned to them in such certificate. Upon such acceptance, Substantial Completion of the Work and execution by both COUNTY and CONTRACTOR of the Certificate of Substantial Completion, COUNTY shall pay CONTRACTOR an amount sufficient to increase total payments to CONTRACTOR to one hundred percent (100%) of the Price less one hundred percent (100%) of the reasonable cost as determined by COUNTY and the Architect and/or Engineer for completing all incomplete Work, correcting and bring into conformance all defective and nonconforming Work, and handling all unsettled claims.

E. Time and Liquidated Damages.

1. CONTRACTOR shall commence Work on the start date set forth in the NOTICE TO PROCEED (the "Start Date"). CONTRACTOR shall be issued the NOTICE TO PROCEED AFTER ALL CONTRACT DOCUMENTS ARE FILED AND RECORDED TO COUNTY'S SATISFACTION AND PERMITS ISSUED. CONTRACTOR shall achieve Substantial Completion of the Work **no later than 255 calendar days** from the Start Date and measured by calendar days. The number of calendar days from the Start Date through the date set forth for Substantial Completion, shall constitute the "Time."
2. Failure to complete Work within the Time will cause the charge of liquidated damages per calendar day of delay. At the Pre-Construction Conference, CONTRACTOR shall submit a schedule for performing the Work. The schedule shall be within the Time allotted for this Project and shall include tentative dates of performance. Time shall begin from the Start Date noted on the Notice to Proceed.

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3. Beginning on the first calendar day after scheduled Substantial Completion, liquidated damages shall accrue at **$4,687 per calendar day**. When COUNTY reasonably believes that Substantial 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 and when CONTRACTOR overcomes the delay in achieving Substantial 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.

SECTION 5
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 5 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 $4,687 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 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.

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SECTION 6
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 7
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 8
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 and quality of the Work is as represented in the Application for Payment and is as required by this Agreement.

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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 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.

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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 9
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.

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

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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 10
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.

H. Funding Source/ Labor.
1. If construction under this Agreement is funded by State funds, CONTRACTOR shall:

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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 11
CONTRACT ADMINISTRATION

A. The Architect and/or Engineer.

Guerra Development Corporation 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 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.

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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 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

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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 12
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 13
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 of the Change Order, or (b) if no mutual agreement occurs between COUNTY and CONTRACTOR, then, as provided below.

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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 14
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 all costs and expenses associated with correcting such rejected Work, including any additional

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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 15
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 16
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 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: Commercial Industrial Corp.
186 NW 68th Ave., Ocala, FL 34482
CONTACT PERSON: Jay Blankenfeld | Phone: 352-840-0161

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.
jay@cicfl.com and matt@cicfl.com.

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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

KATHY BRYANT DATE
CHAIRMAN

BCC APPROVED:
November 4, 2025
25B-152 | NW 80th Ave. & SR 40 Intersection Improvement Project

****

WITNESS:

SIGNATURE

PRINTED NAME

WITNESS

SIGNATURE

PRINTED NAME

COMMERCIAL INDUSTRIAL CORP.

BY: DATE

PRINTED:

ITS: (TITLE)

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Exhibit A- Schedule of Values

#	Description	QTY	Unit	Unit Price
#1-1	MOBILIZATION & SPECIAL PROVISIONS	1.00	LS	$ 500,000.00
#1-2	DEWATERING- ROADWAY	1.00	LS	$ 6,535.00
#1-3	PROJECT INFORMATION SIGNS	2.00	EA	$ 1,800.00
#1-4	MAINTENANCE OF TRAFFIC	1.00	LS	$ 792,000.00
#1-5	M.O.T. PLAN (CERTIFIED)	1.00	LS	$ 75,000.00
#1-6	TEMPORARY INFRARED TRAFFIC DETECTION	8.00	EA	$ 1,050.00
#1-7	TEMPORARY PAVEMENT (1" 9.5 SUPERPAVE OVER 6" LIMEROCK BASE)	2400.00	SY	$ 30.00
#1-8	CONSTRUCTION LAYOUT SURVEY	1.00	LS	$ 77,500.00
#1-9	BUSINESS ACCESS SIGNS	6.00	EA	$ 1,200.00
#1-10	PAYMENT AND PERFORMANCE BONDS	1.00	LS	$ 95,000.00
#2-1	CLEARING, GRUBBING, AND DEMOLITION	1.00	LS	$ 550,000.00
#2-2	SELECTIVE CLEARING AND GRUBBING	0.80	AC	$ 30,000.00
#2-3	PREVENTION, CONTROL & ABATEMENT OF EROSION AND WATER POLLUTION	1.00	LS	$ 4,800.00
#2-4	SILT FENCE	10485.00	LF	$ 2.52
#2-5	TREE PROTECTION	1200.00	LF	$ 12.00
#2-6	INLET PROTECTION	37.00	EA	$ 300.00
#2-7	MES PROTECTION	4.00	EA	$ 300.00
#2-8	CONSTRUCTION ENTRANCE (DRA)	3.00	EA	$ 4,030.00
#2-9	MOWING AND LITTER REMOVAL	15.80	AC	$ 295.00
#2-10	4-BOARD FENCE (MATCH EXISTING AT PID#21084-000-00)	1562.00	LF	$ 22.00
#2-11	3-BOARD FENCE (MATCH EXISTING AT PID#21084-000-00)	1571.00	LF	$ 18.00
#2-12	SINKHOLE REPAIR - ROCK (IN-PLACE VOLUME) [TOKEN AMOUNT]	200.00	CY	$ 86.00
#2-13	SINKHOLE REPAIR - CLAY (IN-PLACE VOLUME) [TOKEN AMOUNT]	200.00	CY	$ 48.00
#2-14	SINKHOLE REPAIR - CONCRETE (PUMPED VOLUME) [TOKEN AMOUNT]	100.00	CY	$ 320.00
#2-15	SINKHOLE REPAIR - FILTER FABRIC [TOKEN AMOUNT]	250.00	SY	$ 8.00
#2-16	GOPHER TORTOISE RECIPIENT SITE & COORDINATION	11.00	EA	$ 9,980.00
#2-17	6" PRESSURE TREATED POSTS	6.00	EA	$ 215.00
#3-1	AS-BUILT SURVEY - ROADWAY & SIGNAL	1.00	LS	$ 57,000.00
#3-2	EARTHWORK- ROADWAY AND SWALES	1.00	LS	$ 130,000.00
#3-3	UNDERCUT ROADWAY - EXCAVATION (MEASURED IN PLACE)	7222.00	CY	$ 2.00
#3-4	UNDERCUT ROADWAY - REPLACE W/ SUITABLE ON-SITE MATERIAL (MEASURED IN PLACE)	7200.00	CY	$ 2.00
#3-5	UNDERCUT ROADWAY - REPLACE W/ SUITABLE BORROW MATERIAL (MEASURED IN PLACE)	50.00	CY	$ 20.00
#3-6	EARTHWORK ROADWAY - REMOVE & REPLACE ROCK (MEASURED IN PLACE)	500.00	CY	$ 10.00
#3-7	ROADWAY SUBGRADE UNDERDRAIN - FDOT TYPE II	500.00	LF	$ 10.00
#3-8	ROADWAY SUBGRADE UNDERDRAIN CONNECTION TO STRUCTURE	6.00	EA	$ 500.00
#3-9	MIRAFI BXG12 (OR EQUAL)	7778.00	SY	$ 1.50
#3-10	MIRAFI HP570 (OR EQUAL)	7778.00	SY	$ 2.00
#3-11	BITUMINOUS MATERIAL - TACK COAT (0.06 GAL/SY) (ALL)	2831.00	SY	$ 0.92
#3-12	BITUMINOUS MATERIAL - PRIME COAT (0.1 GAL/SY) (ALL)	2663.39	SY	$ 0.71
#3-13	3/4" FC-5 MILL & RESURFACE (SR 40)	8885.33	SY	$ 28.00
#3-14	3/4" FC-5 OVER TACK (SR 40 NEW)	2215.56	SY	$ 13.00
#3-15	1.5" SP-9.5 OVER PRIME COAT (CR225A)	3088.53	SY	$ 18.00
#3-16	1.5" FC-12.5 OVER TACK COAT (CR225A)	16450.89	SY	$ 18.00
#3-17	2.0" SP-12.5 OVER PRIME COAT (CR225A)	16450.89	SY	$ 22.00
#3-18	3.5" SP-12.5 OVER PRIME COAT (SR 40)	2215.56	SY	$ 40.00
#3-19	1" SP-9.5 OVER TACK COAT (MULTIMODAL PATH)	144.56	SY	$ 30.00
#3-20	6" LIMEROCK BASE (LBR-100) (MULTIMODAL PATH)	161.00	SY	$ 12.00
#3-21	10" LIMEROCK BASE & DRA D/W (LBR-100) (CR225A & SR 40)	26114.33	SY	$ 18.00
#3-22	12" STABILIZED SUB-GRADE (LBR-40) (CR225A & SR 40)	22509.89	SY	$ 6.50
#3-23	6" STABILIZED SHOULDER (LBR-40) (CR225A & SR 40)	1998.78	SY	$ 4.00
#3-24	MARION COUNTY PVMNT CUT REPAIR 1.5" SP-12.5 OVER PRIME COAT	350.00	SY	$ 35.20
#3-25	MARION COUNTY PVMNT CUT REPAIR 16" LIMEROCK (LBR 100)	350.00	SY	$ 37.71
#3-26	DRIVEWAY (CONCRETE - 6") [TOKEN AMOUNT]	50.00	SY	$ 79.00
#3-27	DRIVEWAY (CONCRETE - 8")	543.22	SY	$ 91.61
#3-28	DRIVEWAY (ASPHALT 1.25" SP-9.5 OVER PRIME COAT)	1284.44	SY	$ 25.00
#3-29	DRIVEWAY (6" LIMEROCK BASE LBR-100)	1379.67	SY	$ 15.00
#3-30	CURB & GUTTER - FDOT TYPE "F" & DROP CURB	4642.00	LF	$ 33.00
#3-31	CURB & GUTTER - TYPE "E"	1362.00	LF	$ 39.00
#3-32	CONCRETE SIDEWALK - 4" THICK W/DETECTABLE WARNINGS	1043.00	SY	$ 68.00
#3-33	SODDING - RW & TCE - BAHIA GRASS	27766.89	SY	$ 4.78
#3-34	SODDING - RW & TCE - ST. AUGUSTINE GRASS	100.00	SY	$ 6.27
#4-1	AS-BUILT SURVEY - STORM DRAINAGE, DRA (INTERIM)	1.00	LS	$ 8,500.00
#4-2	AS-BUILT SURVEY - STORM DRAINAGE, DRA (FINAL)	1.00	LS	$ 17,500.00
#4-3	CONTAINMENT/DEWATERING	1.00	LS	$ 6,500.00
#4-4	EARTHWORK- DRA (INCLUDING SUITABLE DELIVERY SPEC)	1.00	LS	$ 1,328,100.00
#4-5	UNDERCUT DRA - EXCAVATION (MEASURED IN PLACE)	2846.99	CY	$ 9.20
#4-6	UNDERCUT DRA - REPLACE W/ SUITABLE ON-SITE MATERIAL (MEASURED IN PLACE)	2800.00	CY	$ 8.50
#4-7	UNDERCUT DRA - REPLACE W/ SUITABLE BORROW MATERIAL (MEASURED IN PLACE)	50.00	CY	$ 30.00
#4-8	EARTHWORK DRA - REMOVE & REPLACE ROCK (MEASURED IN PLACE)	500.00	CY	$ 10.00
#4-9	ROCK EXCAVATION STORM PIPE (MEASURED IN PLACE)	500.00	CY	$ 10.00
#4-10	UNDERCUT STORM PIPE (REMOVAL DISPOSAL AND REPLACEMENT - MEASURED IN PLACE)	1561.03	CY	$ 5.00
#4-11	FDOT Type 5 Curb Inlet	20.00	EA	$ 6,500.00
#4-12	FDOT Type 6 Curb Inlet	6.00	EA	$ 7,030.00

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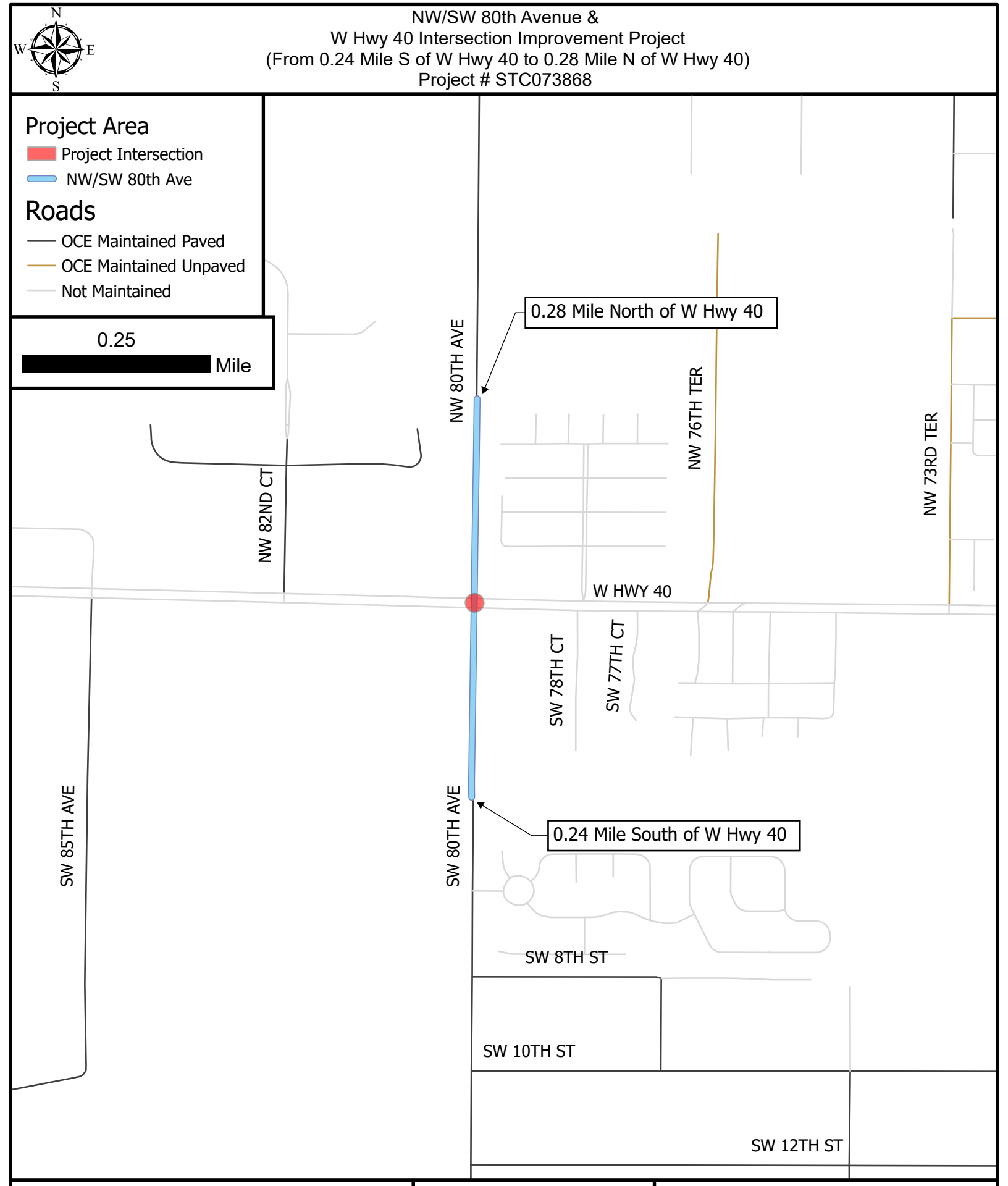
#4-13	FDOT Type C DBI	1.00	EA	$ 3,452.00
#4-14	FDOT Type D DBI	4.00	EA	$ 4,225.00
#4-15	FDOT Type D DBI W/TRAV TOP	1.00	EA	$ 4,445.00
#4-16	FDOT Type J Manhole	4.00	EA	$ 18,245.00
#4-17	DS.06 - Type 5 Inlet w/ J Bottom (Double pipe)	1.00	EA	$ 21,435.00
#4-18	DS.25 -Type D DBI Double Slot W/TRAV TOP	1.00	EA	$ 4,600.00
#4-19	DS.20 - Type D DBI Single Slot	1.00	EA	$ 3,452.00
#4-20	FDOT Type V Curb Inlet	1.00	EA	$ 6,030.00
#4-21	DS. 39 & DS.40 - Watertight MH w/J Bottom (Double Pipe)	2.00	EA	$ 21,220.00
#4-22	DS. 41 - MH w/J Bottom (Doube Pipe)	1.00	EA	$ 27,420.00
#4-23	Raise Inlet EX2 Type D w/ U-type End Wall Mod	1.00	EA	$ 15,380.00
#4-24	Raise Inlet EX3 Type C (FDOT R/W)	1.00	EA	$ 2,360.00
#4-25	Raise MH EX4 (FDOT R/W)	1.00	EA	$ 4,102.00
#4-26	Grout/Seal Existing Pipe at SR 40	1.00	LS	$ 1,726.00
#4-27	SRCP 18"	1553.72	LF	$ 102.00
#4-28	SRCP 24"	416.68	LF	$ 121.00
#4-29	SRCP 36"	750.34	LF	$ 206.00
#4-30	SRCP 42"	1374.01	LF	$ 296.00
#4-31	ERCP 12"x18"	282.00	LF	$ 106.00
#4-32	ERCP 19"x30"	335.45	LF	$ 120.00
#4-33	ERCP 24"X38" (CLASS IV)	8.50	LF	$ 180.00
#4-34	ERCP 24"x38"	1638.09	LF	$ 162.00
#4-35	ERCP 29"x45"	134.00	LF	$ 204.00
#4-36	FDOT MITERED END SECTION (MES) 24" RCP (INCL. PIPE)	4.00	EA	$ 2,867.00
#4-37	FDOT MITERED END SECTION (MES) 42" RCP (INCL. PIPE)	1.00	EA	$ 8,070.00
#4-38	FDOT MITERED END SECTION (MES) 12x18" ERCP (INCL. PIPE)	13.00	EA	$ 3,284.00
#4-39	FDOT MITERED END SECTION (MES) 24x38" ERCP (Class IV) (INCL. PIPE)	1.00	EA	$ 3,522.00
#4-40	FDOT MITERED END SECTION (MES) 24x38" ERCP DOUBLE (INCL. PIPE)	1.00	EA	$ 3,822.00
#4-41	RETAINING WALL (FDOT INDEX #400-010)	404.00	LF	$ 780.00
#4-42	4" SPLASH PADS W/ ENERGY DISSIPATORS	380.00	SF	$ 110.00
#4-43	DRA SODDING - BAHIA GRASS	28382.68	SY	$ 4.82
#4-44	DRA SEED & MULCH - BAHIA	20235.11	SY	$ 2.02
#4-45	ABANDON EXISTING WELL BY LICENSED WELL CONTRACTOR	1.00	EA	$ 9,154.00
#4-46	INSTALL NEW CHAINLINK FENCE (TYPE B)-DRA	4299.00	LF	$ 26.00
#4-47	INSTALL NEW 16-FT GATES FOR CLF-DRA	2.00	EA	$ 2,675.00
#5-1	THERMO. PVMT MARKING - ARROW W/MERGE	3.00	EA	$ 212.00
#5-2	TEMP/PERM PVMT MARKING - ARROW W/MERGE	3.00	EA	$ 112.00
#5-3	THERMO. PVMT MARKING - "LEFT ONLY" ARROW	18.00	EA	$ 212.00
#5-4	TEMP/PERM PVMT MARKING - "LEFT ONLY" ARROW	18.00	EA	$ 112.00
#5-5	THERMO. PVMT MARKING - "RIGHT ONLY" ARROW	16.00	EA	$ 212.00
#5-6	TEMP/PERM PVMT MARKING - "RIGHT ONLY" ARROW	16.00	EA	$ 112.00
#5-7	THERMO. PVMT MARKING - BIKE LANE (2 MARKINGS EA.)	16.00	EA	$ 211.00
#5-8	TEMP/PERM PVMT MARKING - BIKE LANE (2 MARKINGS EA.)	16.00	EA	$ 105.00
#5-9	RPM - YELLOW	47.00	EA	$ 6.00
#5-10	RPM - COLORLESS-RED	553.00	EA	$ 6.00
#5-11	ROADSIDE SIGN	52.00	EA	$ 494.00
#5-12	STOP SIGN & DIRECTIONAL SIGN	6.00	EA	$ 920.00
#5-13	DELINEATOR (TYPE 2) W/POST	6.00	EA	$ 282.00
#5-14	RELOCATE STRIPED POST AND SIGN (DOUBLE DIAMOND FARM) - COMPLETE	1.00	LS	$ 12.00
#5-15	THERMO. TRAFFIC STRIPE - WHITE - 24"	338.00	LF	$ 5.65
#5-16	TEMP/PERM TRAFFIC STRIPE - WHITE - 24"	338.00	LF	$ 4.23
#5-17	THERMO. TRAFFIC STRIPE - WHITE - 6"	16080.00	LF	$ 2.00
#5-18	TEMP/PERM TRAFFIC STRIPE - WHITE - 6"	16080.00	LF	$ 0.65
#5-19	THERMO. TRAFFIC STRIPE - WHITE - 8"	865.00	LF	$ 2.00
#5-20	TEMP/PERM TRAFFIC STRIPE - WHITE - 8"	865.00	LF	$ 0.42
#5-21	THERMO. TRAFFIC STRIPE - WHITE - 6"- SKIPPED 6-10	467.00	GLF	$ 1.00
#5-22	TEMP/PERM TRAFFIC STRIPE - WHITE - 6"- SKIPPED 6-10	467.00	GLF	$ 0.63
#5-23	THERMO. TRAFFIC STRIPE - WHITE - 6"- SKIPPED 10-30	2199.00	GLF	$ 1.50
#5-24	TEMP/PERM TRAFFIC STRIPE - WHITE - 6"- SKIPPED 10-30	2199.00	GLF	$ 1.50
#5-25	THERMO. TRAFFIC STRIPE - WHITE - 6"- DOTTED 2-4	1450.00	GLF	$ 4.25
#5-26	TEMP/PERM TRAFFIC STRIPE - WHITE - 6"- DOTTED 2-4	1450.00	GLF	$ 1.50
#5-27	THERMO. 8' WIDE SPECIAL EMPHASIS CROSSWALK	394.00	LF	$ 22.00
#5-28	TEMP/PERM 8' WIDE SPECIAL EMPHASIS CROSSWALK	394.00	LF	$ 11.00
#5-29	THERMO. 10' WIDE SPECIAL EMPHASIS CROSSWALK	145.00	LF	$ 22.00
#5-30	TEMP/PERM 10' WIDE SPECIAL EMPHASIS CROSSWALK	145.00	LF	$ 11.00
#5-31	THERMO. TRAFFIC STRIPE - WHITE - 18"	1620.00	LF	$ 7.00
#5-32	TEMP/PERM TRAFFIC STRIPE - WHITE - 18"	1620.00	LF	$ 2.80
#5-33	THERMO. TRAFFIC STRIPE - YELLOW - 18"	1012.00	LF	$ 7.00
#5-34	TEMP/PERM TRAFFIC STRIPE - YELLOW - 18"	1012.00	LF	$ 2.80
#5-35	THERMO. TRAFFIC STRIPE - YELLOW - 6"	8631.00	LF	$ 3.00
#5-36	TEMP/PERM TRAFFIC STRIPE - YELLOW - 6"	8631.00	LF	$ 1.50
#6-1	CONDUIT; FURNISH AND INSTALL, UNDERGROUND	2500.00	LF	$ 30.00
#6-2	CONDUIT; FURNISH AND INSTALL, DIRECTIONAL BORE	125.00	LF	$ 48.00
#6-3	SIGNAL CABLE; NEW FURNISH AND INSTALL	1.00	PI	$ 17,289.00
#6-4	SPAN WIRE ASSEMBLY; FUNISH AND INSTALL, TWO POINT, BOX	1.00	PI	$ 15,955.00
#6-5	PULL AND SPLICE BOX; FURNSH AND INSTALL, 13X24, DETECTION	16.00	EA	$ 2,410.00
#6-6	PULL AND SPLICE BOX; FURNSH AND INSTALL, 13X24, LIGHTING	12.00	EA	$ 2,410.00

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#6-7	PULL AND SPLICE BOX; FURNSH AND INSTALL, 13X24, POWER	1.00	EA	$ 2,410.00
#6-8	PULL AND SPLICE BOX; FURNSH AND INSTALL, 13X24, SIGNAL	30.00	EA	$ 2,410.00
#6-9	PULL AND SPLICE BOX; FURNSH AND INSTALL, 13X24, SIGN LIGHTING	1.00	EA	$ 2,410.00
#6-10	ELECTRICAL POWER SERVICE; FURNISH AND INSTALL; UNDERGROUND, PURCHASED BY CONTRACTOR FROM POWER COMPANY	1.00	AS	$ 6,618.00
#6-11	ELECTRICAL POWER SERVICE; REMOVE UNDERGROUND	1.00	AS	$ 1,620.00
#6-12	ELECTRICAL SERVICE WIRE; FURNISH AND INSTALL	44.00	LF	$ 9.58
#6-13	ELECTRICAL POWER SERVICE; FURNISH AND INSTALL, SERVICE ENTRANCE POWER PANEL	1.00	EA	$ 9,174.00
#6-14	PRESTRESSED CONCRETE POLE; SHALLOW REMOVAL, TYPE P-VIII	4.00	EA	$ 16,357.00
#6-15	ALUMINUM SIGNAL POLE; FURNISH AND INSTALL; PEDESTAL	8.00	EA	$ 4,225.00
#6-16	STEEL STRAIN POLES; FURNISH AND INSTALL, TYPE P-VIII	4.00	EA	$ 116,088.00
#6-17	VEHICULAR TRAFFIC SIGNAL, FURNISH AND INSTALL- POLYCARBONATE WITH ALUMINUM TOP SECTION, 3 SECTION, 1 WAY	10.00	AS	$ 2,940.00
#6-18	VEHICULAR TRAFFIC SIGNAL, FURNISH AN INSTALL- POLYCARBONATE WITH ALUMINUM TOP SECTION, 4 SECTION, 1 WAY	2.00	AS	$ 3,520.00
#6-19	PEDESTRIAN SIGNAL; FURNISH AND INSTALL, 1 WAY	8.00	AS	$ 1,155.00
#6-20	LOOP ASSEMBLY, F&I, TYPE B	16.00	AS	$ 1,338.00
#6-21	LOOP ASSEMBLY, F&I, TYPE F, 40' IN LENGTH	10.00	AS	$ 1,662.00
#6-22	PEDESTRIAN DETECTOR; FURNISH AND INSTALL; ACCESSIBLE	8.00	EA	$ 747.00
#6-23	TRAFFIC CONTROLLER ASSEMBLY; FURNISH AND INSTALL, NEMA, ONE PREEMPTION PLAN	1.00	EA	$ 70,412.00
#6-24	ITS CCTV CAMERA, F&I, DOME PTZ - NON-PRESSURIZED, IP, HIGH DEFINITION	1.00	EA	$ 11,830.00
#6-25	MANAGED FIELD ETHERNET SWITCH	1.00	EA	$ 7,322.00
#6-26	WIRELESS COMMUNICATION DEVICE, FURNISH AND INSTALL ETHERNET ACCESS POINT	1.00	EA	$ 6,077.00
#6-27	UNINTERUPTIBLE POWER SUPPLY; FURNISH AND INSTALL, LINE INTERACTIVE WITH CABINET	1.00	EA	$ 18,328.00
#6-28	INTERNAL ILLUMINATED SIGN, DOUBLE SIDED, 12-18 SF	4.00	EA	$ 13,083.00
#6-29	LIGHTING - CONDUCTORS; FURNISH AND INSTALL, NO. 10 OR SMALLER	1344.00	LF	$ 1.92
#6-30	LIGHTING - CONDUCTORS; FURNISH AND INSTALL, NO. 8 TO NO. 6	2568.00	LF	$ 3.13
#6-31	LIGHT POLE COMPLETE; FURNISHAND INSTALL STANDARD POLE, SPECIAL FOUNDATION	4.00	EA	$ 16,061.00
#6-32	LIGHT POLE COMPLETE; FURNISH AND INSTALL, STANDARD POLE SPECIAL FOUNDATION; 40'	1.00	EA	$ 16,296.00
#6-33	LUMINAIRE AND BRACKET ARM; FURNISH AND INSTALL-NEW LUMINAIRE AND ARM ON EXISTING SHARED POLE, ALUMINUM	4.00	EA	$ 4,704.00
#6-34	LOAD CENTER; FURNISH AND INSTALL, SECONDARY VOLTAGE	1.00	EA	$ 30,427.00
#6-35	LIGHT POLE CABLE DISTRIBUTION SYSTEM; FURNISH AND INSTALL ALTERNATE SYSTEM, CONVENTIONAL	9.00	EA	$ 3,586.00
#7-1	MOBILIZATION & DEMOBILIZATION	1.00	LS	$ 26,000.00
#7-2	INSURANCE AND PERMITS	1.00	LS	$ 15,180.00
#7-3	PAYMENT AND PERFORMANCE BOND	1.00	LS	$ 10,000.00
#7-4	MAINTENANCE OF TRAFFIC	1.00	LS	$ 4,075.00
#7-5	CONSTRUCTION SURVEY AND LAYOUT	1.00	LS	$ 11,970.00
#7-6	AS-BUILT - POTABLE WATER MAIN & SANITARY SEWER FORCE MAIN - PER COUNTY LDC	1.00	LS	$ 4,930.00
#8-1	16" PVC WATERMAIN (DR-18 C900) DRY INSTALL	311.00	LF	$ 145.00
#8-2	16x16x16 TEE	1.00	EA	$ 4,513.00
#8-3	16" PLUG	3.00	EA	$ 1,514.00
#8-4	16" 11.25 ELBOW	3.00	EA	$ 2,900.00
#8-5	UTILITY MAIN MARKER	3.00	EA	$ 274.00
#8-6	30" STEEL CASING W/CARRIER PIPE (JACK & BORE)	194.50	LF	$ 1,490.00
#9-1	16" PVC FORCEMAIN (DR-18 C900) DRY INSTALL	376.00	LF	$ 143.00
#9-2	16x16x16 TEE	1.00	EA	$ 7,534.00
#9-3	16" PLUG	3.00	EA	$ 2,830.00
#9-4	16" 11.25 ELBOW	3.00	EA	$ 4,703.00
#9-5	16" 90 ELBOW	2.00	EA	$ 5,478.00
#9-6	UTILITY MAIN MARKER	3.00	EA	$ 338.00
#9-7	30" STEEL CASING W/CARRIER PIPE (JACK & BORE)	295.00	LF	$ 1,437.00
#10-1	16" PVC FORCEMAIN (DR-18 C900) DRY INSTALL	200.00	LF	$ 120.00
#11-1	SAWCUT, REMOVE AND REPLACE ASPHALT PAVEMENT REPAIR	150.00	SY	$ 65.00
#11-2	SOD	500.00	SY	$ 4.50
#12-1	REMOVE AND REPLACE UNSUITABLE MATERIAL (OFF-SITE SOURCE)	50.00	CY	$ 30.00
#12-2	REMOVE AND REPLACE UNSUITABLE MATERIAL (ON-SITE SOURCE)	50.00	CY	$ 15.00
#12-3	REMOVE AND REPLACE ROCK	25.00	CY	$ 150.00
	Total Bid Price	**$**		**11,184,942.19**

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NW/SW 80th Avenue &
W Hwy 40 Intersection Improvement Project
(From 0.24 Mile S of W Hwy 40 to 0.28 Mile N of W Hwy 40)
Project # STC073868



Pathway:
\\mcbcc1\dfs\GIS_TR\Clay.Gibson\PDFs

Technician: CG
Printed: 10/24/2025

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.: 2025-21084 **Agenda Date:** 11/4/2025 **Agenda No.:** 7.5.4.

SUBJECT:
Request Approval of Bid Award: 25B-165 NE 7th Avenue and NW/NE 42nd Street Resurfacing Project - Anderson Columbia Co., Inc. Ocala, FL (Budget Impact - Neutral; expenditure of $976,322)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On behalf of the Office of the County Engineer, Procurement advertised a bid to hire a contractor to resurface NE 7th Avenue between NE 42nd Street and NE 49th Street, and NW/NE 42nd Street between W Anthony Road and NE Jacksonville Road. The work will consist of resurfacing existing pavement, sodding shoulders, adding end treatments, constructing driveway and side street aprons, and installing/restriping pavement markings. Four (4) submittals were received, and the tabulation is below:

Firm - Location	Bid Total
Anderson Columbia Co., Inc. - Ocala, FL	$976,321.99
Art Walker Construction, Inc. Lowell, FL	$1,057,645.28
Superior Asphalt, Inc. - Oneco, FL	$1,137,001.00
C. W. Roberts Contracting, Inc. - Ocala, FL	$1,176,199.00

Steven Cohoon, P.E., County Engineer, recommends that Anderson Columbia Co., 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 Anderson Columbia Co., Inc. for signature, and upon return, will be forwarded to Legal, the Clerk, and Chairman for signatures.

BUDGET/IMPACT:
Neutral; expenditure of $976,321.99. 10% contingency will be added to the purchase order in accordance with the Procurement Manual. Funding is from BM761541-563221 ($312,310.37) (80% Gas Tax Construction Fund), and VJ738541-563220-STC073878 ($664,011.62) (Infrast Surtax Cap Proj 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 contract with Anderson Columbia Co., Inc. under

25B-165

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 **Anderson Columbia Co., Inc.**, located at 800 NE 22nd St., Ocala, FL 34475, possessing FEIN# 59-2871935, (hereinafter referred to as the "CONTRACTOR") under seal for **NE 7th Ave & NW/NE 42nd St. 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 # 25B-165 - NE 7th Ave & NW/NE 42nd St. 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-Six Thousand, Three Hundred and Twenty-One Dollars and Ninety-Nine Cents ($976,321.99) based on unit pricing set forth in the Schedule 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 25B-165 NE 7th Ave & NW/NE 42nd St. 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
SUBSTANTIAL COMPLETION

A. Definition of "Substantial Completion."

"Substantial Completion" shall mean the stage in the progression of the Work when Work is sufficiently complete, in accordance with this Agreement, that COUNTY can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.

B. Punch List.

When CONTRACTOR believes that the Work is substantially complete, CONTRACTOR shall submit to the Architect and/or Engineer a list of items to be completed or corrected ("Punch List Items").

C. Certificate of Substantial Completion.

When the Architect and/or Engineer on the basis of an inspection determines that the Work is in fact substantially complete, it will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of COUNTY and CONTRACTOR for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which CONTRACTOR shall complete the items listed therein.

D. Payment at Substantial Completion.

The Certificate of Substantial Completion shall be submitted to COUNTY and CONTRACTOR for their written acceptance of the responsibilities assigned to them in such certificate. Upon such acceptance, Substantial Completion of the Work and execution by both COUNTY and CONTRACTOR of the Certificate of Substantial Completion, COUNTY shall pay CONTRACTOR an amount sufficient to increase total payments to CONTRACTOR to one hundred percent (100%) of the Price less one hundred percent (100%) of the reasonable cost as determined by COUNTY and the Architect and/or Engineer for completing all incomplete Work, correcting and bring into conformance all defective and nonconforming Work, and handling all unsettled claims.

E. Time and Liquidated Damages.

1. CONTRACTOR shall commence Work on the start date set forth in the NOTICE TO PROCEED (the "Start Date"). CONTRACTOR shall be issued the NOTICE TO PROCEED AFTER ALL CONTRACT DOCUMENTS ARE FILED AND RECORDED TO COUNTY'S SATISFACTION AND PERMITS ISSUED. CONTRACTOR shall achieve Substantial Completion of the Work for NE 7th Ave **no later than 99 calendar days** from the Start Date and measured by calendar days. CONTRACTOR shall achieve Substantial Completion of the Work for NW/NE 42nd St. **no later than 99 calendar days** from the Start Date and measured by calendar days. The number of calendar days from the Start Date through the date set forth for Substantial Completion, shall constitute the "Time."
2. Failure to complete Work within the Time will cause the charge of liquidated damages per calendar day of delay. At the Pre-Construction Conference, CONTRACTOR shall submit a schedule for performing the Work. The schedule shall be within the Time allotted for this Project

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and shall include tentative dates of performance. Time shall begin from the Start Date noted on the Notice to Proceed.

3. Beginning on the first calendar day after scheduled Substantial Completion, liquidated damages shall accrue at **$1,685 per calendar day**. When COUNTY reasonably believes that Substantial 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 and when CONTRACTOR overcomes the delay in achieving Substantial 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.

SECTION 5
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 21 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 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.

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SECTION 6
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 7
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 8
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 and quality of the Work is as represented in the Application for Payment and is as required by this Agreement.

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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 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.

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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 9
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.

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

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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 10
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.

H. Funding Source/ Labor.
1. If construction under this Agreement is funded by State funds, CONTRACTOR shall:

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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 11
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 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

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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 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

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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 12
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 13
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 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

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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 14
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 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.

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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 15
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.

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.

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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 16
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.

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:

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(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 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

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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.
   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.

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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:
   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

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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 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: Anderson Columbia Co., Inc.
800 NE 22nd St., Ocala, FL 34475
CONTACT PERSON: Doug Booth | Phone: 352-351-3334

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.
doug.booth@andersoncolumbia.com and kim.rubeck@andersoncolumbia.com.

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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

KATHY BRYANT DATE
CHAIRMAN

BCC APPROVED:
November 4, 2025
25B-165 | NE 7th Ave & NW/NE 42nd St. Resurfacing Project

****

WITNESS:

SIGNATURE

PRINTED NAME

WITNESS

SIGNATURE

PRINTED NAME

ANDERSON COLUMBIA CO., INC.

BY: DATE

PRINTED:

ITS: (TITLE)

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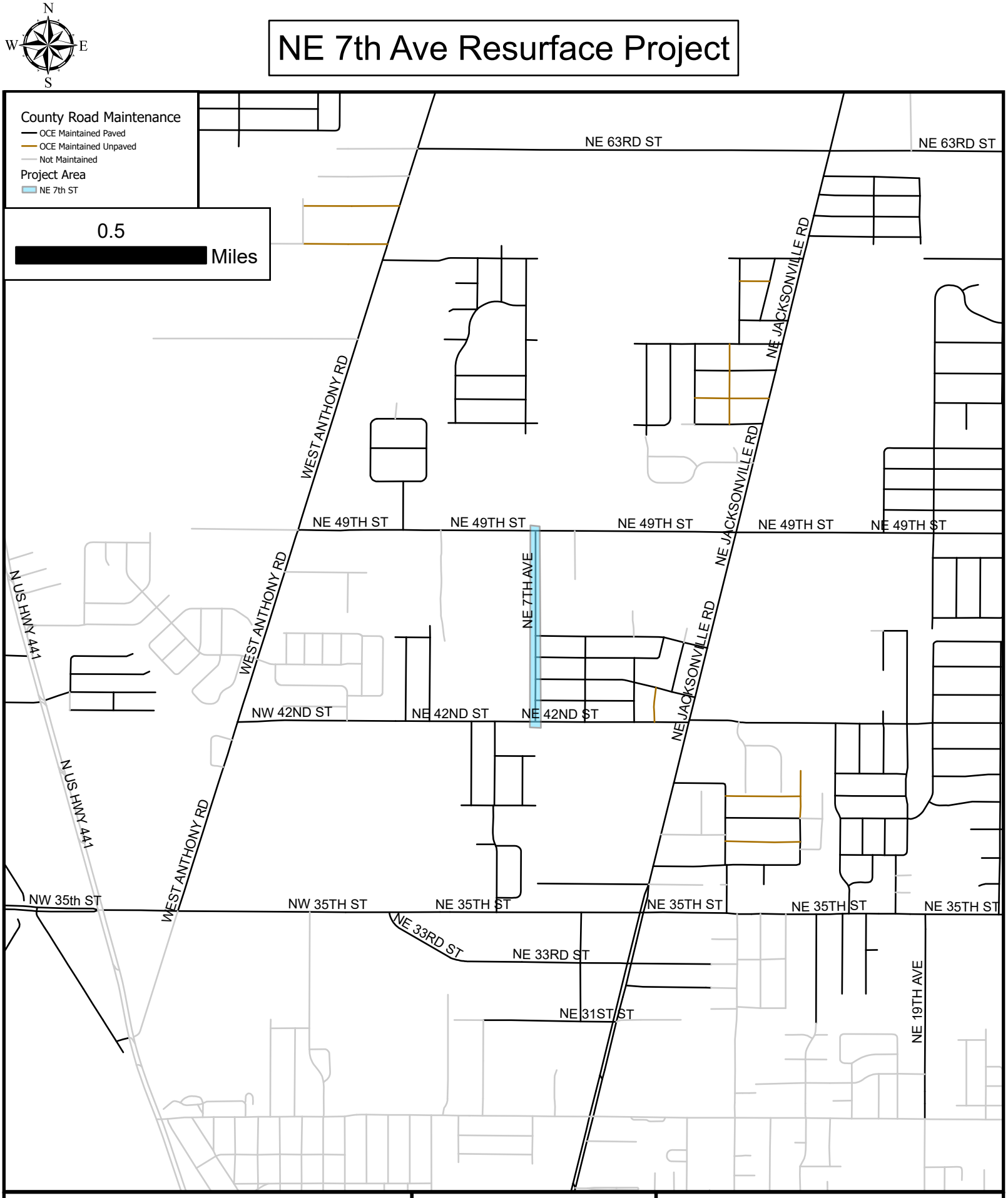
Exhibit A - Schedule of Values (NE 7th Ave)						
#	DESCRIPTION	FDOT PAY ITEM	QTY	Unit	Unit Price	Total Bid
#0-1	MOBILIZATION AND SPECIAL PROVISIONS		1	LS	$ 42,419.11	$ 42,419.11
#0-2	PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION		1	LS	$ 728.97	$ 728.97
#0-3	CONSTRUCTION LAYOUT		1	LS	$ 5,296.95	$ 5,296.95
#0-4	MAINTENANCE OF TRAFFIC		1	LS	$ 40,941.04	$ 40,941.04
#0-5	CLEARING & GRUBBING		1	LS	$ 5,917.31	$ 5,917.31
#0-6	EARTHWORK		1	LS	$ 7,578.32	$ 7,578.32
#1-1	ASPHALT CONCRETE FRICTION COURSE,TRAFFIC B, FC-9.5, PG 76-22	0337782	289	TN	$ 154.74	$ 44,719.86
#1-2	SP-12.5 STRUCTURAL LEVELING COURSE (TRAFFIC B)(PG 58-22)(2")(SPREAD RATE = 220LBS/SY)	0334112	578	TN	$ 121.64	$ 70,307.92
#1-3	6" LIMEROCK (PROOFROLL)	01604	1335	SY	$ 9.92	$ 13,243.20
#2-1	ASPHALT CONCRETE FRICTION COURSE,TRAFFIC B, FC-9.5, PG 76-22	0337782	18	TN	$ 424.48	$ 7,640.64
#3-1	CONCRETE APRON 6" DEPTH	05222	112	SY	$ 119.60	$ 13,395.20
#4-1	ASPHALT CONCRETE FRICTION COURSE,TRAFFIC B, FC-9.5, PG 76-22	0337782	103	SY	$ 66.16	$ 6,814.48
#5-1	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD	0430 175 118	10	LF	$ 237.08	$ 2,370.80
#5-2	BAND, 18"		2	EA	$ 55.21	$ 110.42
#5-3	CONCRETE MITERED END SECTION, 18", 4:1	0430 982 125	2	EA	$ 3,184.14	$ 6,368.28
#5-4	PIPE LINER, ASPHALT COATING, 18"	0431 1 618	40	LF	$ 392.52	$ 15,700.80
#5-5	DELINEATOR, WITH POST	0705112	2	EA	$ 224.30	$ 448.60
#5-6	DESILT PIPE	0430 94 1	40	LF	$ 92.70	$ 3,708.00
#6-1	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	0710 11 201	0.08	GM	$ 2,648.47	$ 211.88
#6-2	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6" FOR STOP BAR	0710 11 123	72	LF	$ 10.59	$ 762.48
#7-1	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, YELLOW, SOLID, 6"	0711 15 201	0.08	GM	$ 10,593.89	$ 847.51
#7-2	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	0711 11 125	72	LF	$ 21.19	$ 1,525.68
#8-1	RAISED PAVEMENT MARKER, TYPE B (Y/Y)	0706 1 3	14	EA	$ 5.30	$ 74.20
#9-1	SIGN-REMOVAL AND REPLACEMENT		1	EA	$ 1,121.48	$ 1,121.48
#10-1	AS-BUILT SURVEY		1	LS	$ 1,366.61	$ 1,366.61
#11-1	SILT FENCE-STAKED TYPE III		625	LF	$ 3.26	$ 2,037.50
#12-1	ROADSIDE SOD (BAHIA OR MATCH EXISITNG)		2332	SY	$ 6.54	$ 15,251.28
#13-1	MOWING		5	AC	$ 280.37	$ 1,401.85
				BID TOTAL	**$**	**312,310.37**

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Exhibit A - Schedule of Values (NW/NEW 42nd St.)						
#	**DESCRIPTION**	FDOT PAY ITEM	QTY	UNIT	UNIT PRICE	TOTAL BID
#0-1	MOBILIZATION AND SPECIAL PROVISIONS		1	LS	$ 72,669.09	$ 72,669.09
#0-2	PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION		1	LS	$ 4,485.99	$ 4,485.99
#0-3	CONSTRUCTION LAYOUT		1	LS	$ 5,296.95	$ 5,296.95
#0-4	MAINTENANCE OF TRAFFIC		1	LS	$ 78,968.77	$ 78,968.77
#0-5	CLEARING & GRUBBING		1	LS	$ 5,917.31	$ 5,917.31
#0-6	EARTHWORK		1	LS	$ 9,786.65	$ 9,786.65
#1-1	ASPHALT CONCRETE FRICTION COURSE,TRAFFIC B, FC-9.5, PG 76-22	0337782	760	TN	$ 145.11	$ 110,283.60
#1-2	SP-12.5 STRUCTURAL LEVELING COURSE (TRAFFIC B)(PG 58-22)(2")(SPREAD RATE = 220LBS/SY)	0334112	1520	TN	$ 117.68	$ 178,873.60
#1-3	6" LIMEROCK (PROOFROLL)	01604	3075	SY	$ 6.23	$ 19,157.25
#2-1	ASPHALT CONCRETE FRICTION COURSE,TRAFFIC B, FC-9.5, PG 76-22	0337782	38	TN	$ 424.48	$ 16,130.24
#3-1	CONCRETE APRON 6" DEPTH	05222	667	SY	$ 119.76	$ 79,879.92
#4-1	ASPHALT CONCRETE FRICTION COURSE,TRAFFIC B, FC-9.5, PG 76-22	0337782	206	SY	$ 66.16	$ 13,628.96
#5-1	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	0710 11 201	2.36	GM	$ 1,800.96	$ 4,250.27
#5-2	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6" FOR STOP BAR	0710 11 123	148	LF	$ 2.12	$ 313.76
#6-1	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, YELLOW, SOLID, 6"	0711 15 201	2.36	GM	$ 7,945.42	$ 18,751.19
#6-2	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	0711 11 125	148	LF	$ 12.71	$ 1,881.08
#7-1	RAISED PAVEMENT MARKER, TYPE B (Y/Y)	0706 1 3	315	EA	$ 5.30	$ 1,669.50
#8-1	SIGN-REMOVAL AND REPLACEMENT		1	EA	$ 1,121.49	$ 1,121.49
#9-1	AS-BUILT SURVEY		1	LS	$ 1,366.61	$ 1,366.61
#10-1	SILT FENCE-STAKED TYPE III	0104103	625	LF	$ 3.26	$ 2,037.50
#11-1	ROADSIDE SOD (BAHIA OR MATCH EXISITNG)	057012	5526	SY	$ 6.54	$ 36,140.04
#12-1	MOWING		5	AC	$ 280.37	$ 1,401.85
				BID TOTAL	**$**	**664,011.62**

DRAFT

NE 7th Ave Resurface Project



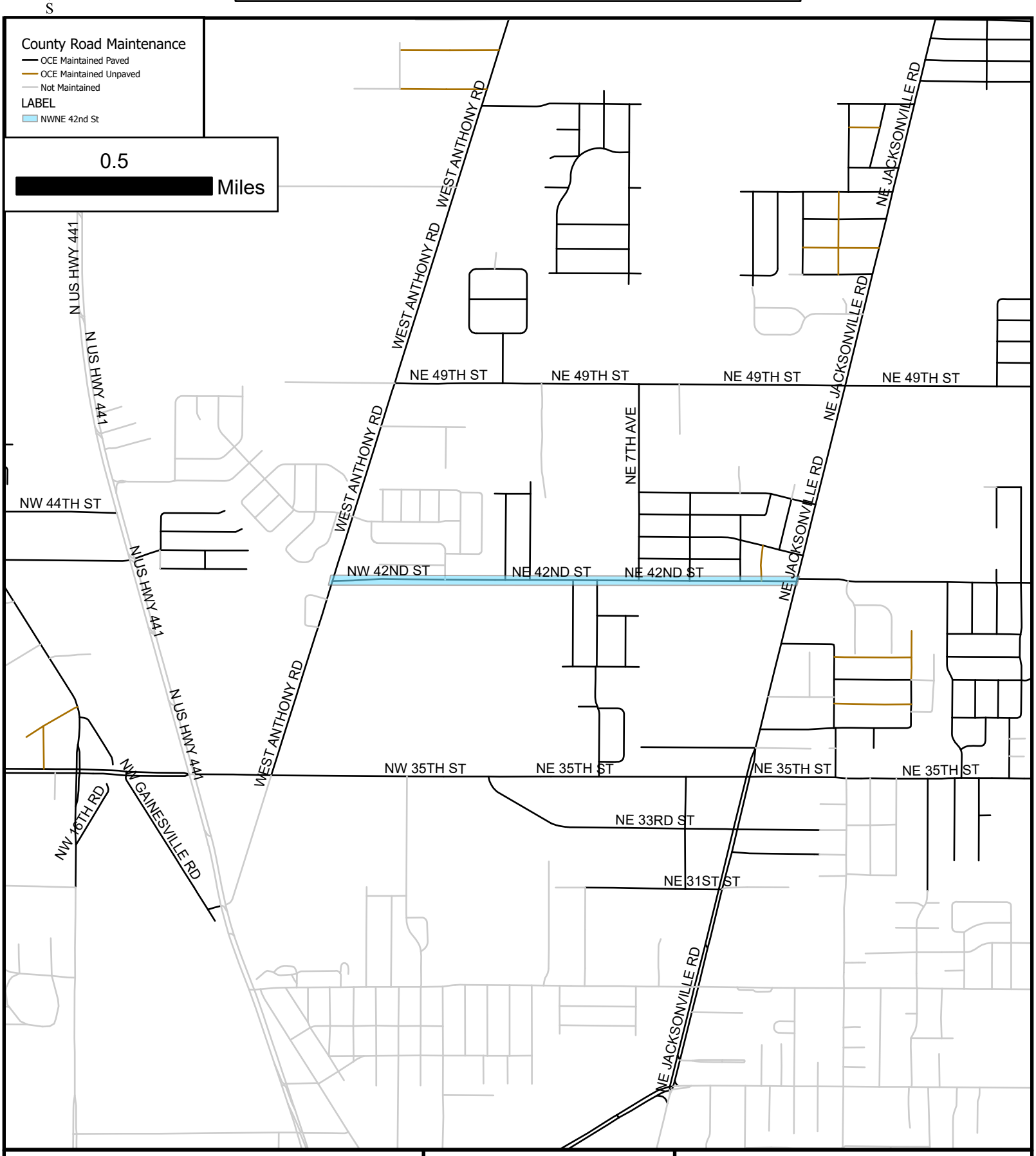
Pathway:
\\mcbcc1\dfs\GIS_TR\Clay.Gibson\PDFs

Technician: CG
Printed: 08/22/2025

Marion County Office of the County Engineer
Asset Management Section
412 S.E. 25th Avenue
Ocala, FL 34471

787

NW/NE 42nd St Resurface Project



Pathway:
\\mcbcc1\dfs\GIS_TR\Clay.Gibson\PDFs

Technician: CG
Printed: 08/25/2025

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.: 2025-21101 **Agenda Date:** 11/4/2025 **Agenda No.:** 7.5.5.

SUBJECT:
Request Approval of Change Order 1 to Purchase Order 2500981: 23Q-087-TO-33 - Comprehensive Plan Amendments - Kimley-Horn and Associates, Inc., Ocala, FL (Budget Impact - Neutral; additional expenditure of $23,975)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On June 6, 2023, the Board approved contracts with 10 engineering firms to provide civil and site-related engineering services for the County. Firms were selected based on area of specialty and equitable distribution of work in accordance with Section 287.055, Florida Statutes, the Consultant's Competitive Negotiation Act (CCNA).

On February 4, 2025, the Board approved Task Order No. 33 with Kimley-Horn and Associates, Inc. to prepare amendments to the Comprehensive Plan, including goals, objectives, and policies consistent with Chapter 163, Part II, Florida Statutes. The scope also includes public engagement activities such as workshops, public hearings, and preparation of the final draft Comprehensive Plan.

Change Order No. 1, presented for the Board's consideration today, increases Purchase Order No. 2500981 by $23,975 to cover additional meetings and materials related to the proposed "mini-farm" land use concept, preparation of a cost estimate for a typical mini-farm, and development of visual exhibits for park and amenity examples in the Land Development Code update. The consultant will also provide a summary of how the Comprehensive Plan revisions align with Senate Bill 180 and analyze roadway impacts under Transportation Element 4.1.4.

BUDGET/IMPACT:
Neutral; additional expenditure of $23,975, bringing the total purchase order amount to $260,400. Funding comes from AA320515-531109 - General Fund.

RECOMMENDED ACTION:
Motion to approve, authorize the Chairman and Clerk to execute, and allow staff to process Change Order 1 to Purchase Order 2500981.

Marion County
Board of County Commissioners

Procurement Services
2631 SE Third St.
Ocala, FL 34471
Phone: 352-671-8444
Fax: 352-671-8451

CHANGE ORDER FORM

This form is to be used when a Purchase Order has a change in scope, amount or date. Amounts exceeding 10% of original award requires BCC approval. Some fields may not be applicable and may be left blank. Use your cursor to hover over a field for help.
*Please send completed and signed form to **Procurement@marionfl.org***

Date 10/14/2025 Department Growth Services Change Order # 1

☐ Additional Days Only Is Board Action Required? Yes

Contractor/Vendor (Name & Address):
Kimley-Horn
1700 SE 17th Street
Suite 200
Ocala FL 34471

Bid/Contract/Quote Number & Project Title:
Marion County EAR and PSA (Master Agreement 23Q-087)

PO Number: 2500981

Contract Amount: $236,425.00

GL Account Number (ORG/OBJECT):
AA-320515-531109

Have you sent Procurement the revised P&P Bond? Yes ☐ No ☐ N/A ☐

Project Account Number (If applicable):

Is the change order amount from Contingency? Yes ☐ No ☐

Requesting Amount of Contingency:

JUSTIFICATION & DESCRIPTION OF CHANGE

This amendment is to adjust the allocation of funds across project components to facilitate a change in scope consisting of additional 1x1's with Commissioners for mini-farm follow up along with cost estimates for mini-farms, updates to the Comp Plan related to SB180, and more visual examples for improved open space revisions in the LDC.

* BACKUP DOCUMENTATION MUST BE ATTACHED CLARIFYING CHANGE*

Original Ordered Amount:	$236,425.00
Current Ordered Amount (Not the balance):	$236,425.00
The PO will be increased/decreased by this change order in the amount of: (Do not put contingency amount) Increase ☒ Decrease ☐	$23,975.00
The new PO amount including this change order will be: (PO amount will not change if it comes from contingency)(auto calculated)	**$260,400.00**
Contract time will be Increased/decreased by ____ DAYS	
Prior Substantial Completion Date	Revised Substantial Completion Date
Prior Final Completion Date	Revised Final Completion Date

Approval:

Director/Designee Date

Digitally signed by Charles Varadin
Date: 2025.10.14 16:45:57 -04'00'

Project Mgr. Date

Administration (NEW amount is between $25k - $50k) Date

Procurement: Date

BCC Approval (when applicable):

Chairman, BCC Date

Attest: Clerk of Court Date

County Administrator Date

Revised 7/2

Kimley»Horn

AMENDMENT NUMBER 1 TO THE AGREEMENT BETWEEN KIMLEY-HORN AND ASSOCIATES, INC. AND MARION COUNTY

AMENDMENT NUMBER 1 DATED October 8, 2025, to Task Order 30 between Marion County, a political subdivision of the State of Florida ("the County") and Kimley-Horn and Associates, Inc., ("Kimley-Horn or Consultant") dated February 4, 2025 (the "Agreement") concerning Evaluation and Appraisal Report (EAR) based Comprehensive Plan Amendments (Solicitation 23Q-087-TO-33) (the "Project").

Kimley-Horn has entered into the Agreement with the County for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Kimley-Horn and provisions for additional compensation by the County to Kimley-Horn, all as set forth in Exhibit A hereto. The parties ratify the terms and conditions of the Agreement, not inconsistent with this Amendment, all of which are incorporated by reference.

ATTACHMENTS: Exhibit A; Table A

ACCEPTED:

MARION COUNTY, a political subdivision of the State of Florida	KIMLEY-HORN AND ASSOCIATES, INC.
BY: _____	BY: _____ Richard V. Busche, PE
TITLE: _____	TITLE: Senior Vice President
DATE: _____	DATE: October 8, 2025

G:\New Business\Public Sector\Marion County\2025\EAR based Comp Plan Amendments\AMD 1\AMD 1_TO 30_Addl Services_Rev2.docx

Consultant shall perform the following Additional Services:

Project Understanding

Under a prior Agreement, the County retained Kimley-Horn for services pertaining to EAR-based amendments to the Comprehensive Plan. Pursuant to this Agreement, the County has requested additional analyses and meetings as described below.

Scope of Services

Task 1 – Additional 1x1's with Commissioner and Staff Meetings

A. Kimley-Horn will attend up to three additional meetings with staff and Commissioners to discuss a "mini-farm" land use concept and further discuss amenity code revisions. Kimley-Horn will prepare for these meetings, and up to two Kimley-Horn professionals will be in attendance. As part of this task, Kimley-Horn will work with staff to prepare for the meetings, which may include preparation of exhibits, maps, and materials to help illustrate the key points during the meetings.

B. County staff will handle all evaluation and recommendations of obstacles and potential solutions for a 'mini-farm' land use or zoning policy.

C. Kimley-Horn will attend one Board of County Commissioners (BOCC) meeting when the mini-farm concept is discussed with the BOCC.

Task 2 – Senate Bill 180 Summary

A. Kimley-Horn will create a summary of all proposed revisions to the Comprehensive Plan that may have been affected by SB 180 and outline our professional opinion of how they meet the intent of the SB 180 requirements, and whether they are more restrictive or more burdensome. This summary will be available for staff to use when transmitting the revised Comprehensive Plan to the State. Kimley-Horn will make one revision to the summary as requested by County staff. Kimley-Horn cannot guarantee that the State will agree with the burden analysis that will be presented.

B. This task also includes previously requested effort by the County for Kimley-Horn to review the implications of the new Policy TE 4.1.4 and provide the roadway segments that will require analysis at 80% if the revised Comprehensive Plan is adopted as currently proposed.

C. Deliverables:

1) Draft SB180 summary in Word format

2) Summary from Kimley-Horn regarding Policy TE 4.1.4

Task 3 – Cost Estimating for Mini-farms

A. The County has requested that Kimley-Horn create a site work cost estimate for a typical mini-farm. For this task, Kimley-Horn will utilize plans we previously prepared for a large-lot Hamlet-style subdivision on CR 25 in Marion County. Kimley-Horn will pull construction quantities and assign current construction unit cost estimates. Kimley-Horn will separate out typical costs to provide central utilities and connect to assumed offsite County systems. Kimley-Horn will provide the estimate to the County for review and for their use in coordinating a peer-style review from a local site developer.

B. Deliverable: One draft cost estimate.

Task 4 – Visual LDC Examples for the Improved Open Space Revisions

A. Kimley-Horn will prepare color exhibits for three neighborhood park examples. The exhibits will include parks of different sizes (small, medium, and large neighborhood park). If directed by the County to do so, the exhibits can be incorporated into the currently ongoing Land Development Code (LDC) updates.

B. Kimley-Horn will prepare one color exhibit for a structured “brick-and-mortar” central amenity center. The exhibit will depict the various components of an amenity center as currently contemplated in the LDC updates. If directed by the County to do so, the exhibit can be incorporated into the currently ongoing LDC updates.

C. Deliverable: Four colored visuals to be included in the revision of the Improved Open Space LDC regulations.

Additional Services If Required

Services requested that are not specifically included will be provided under a new and separate IPO agreement or can be performed on an hourly basis upon written authorization.

Schedule

Kimley-Horn will provide the above Scope of Services as expeditiously as practicable to meet a mutually agreeable schedule.

Fee and Billing

Kimley-Horn will complete the above scope of services for a lump sum fee of $23,975.00, inclusive of expenses. A breakdown of fees is shown in the attached Table A.

Kimley»Horn

TABLE A
COST ESTIMATE FOR SERVICES

PROJECT: AMD 1 TO TASK ORDER 30_EAR BASED AMENDMENTS
CLIENT: MARION COUNTY OFFICE OF THE COUNTY ENGINEER
KH PM: BLAIR KNIGHTING, AICP
BASIS FOR ESTIMATE: RFQ 23Q-087 COUNTY-APPROVED HOURLY RATES; CIVIL/SITE ENGINEERS FOR MISC PROJECTS

DATE: OCTOBER 2025

		DIRECT LABOR (MAN-HOURS)								
		Principal Engineer	Staff Engineer	Landscape Architect	Senior Planner	Planner	Clerical	Labor Hours	SUB ($)	Labor Total
TASK ID	TASK DESCRIPTION	$245.00	$125.00	$140.00	$130.00	$100.00	$60.00			
1	ADDITIONAL 1X1's	15	0	0	15	10	6	46		$ 6,985
2	SB 180 SUMMARY	0	4	0	8	14	4	30		$ 3,180
3	COST ESTIMATING FOR MINI-FARMS	10	40	0	0	0	10	60		$ 8,050
4	EXHIBITS FOR IMPROVED OPEN SPACE	4	0	30	2	2	2	40		$ 5,760
	TOTALS:	29	44	30	25	26	22	176		$ 23,975
									Grand Total:	**$ 23,975.00**

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21104 **Agenda Date:** 11/4/2025 **Agenda No.:** 7.5.6.

SUBJECT:
Request Approval of Contract: 26C-018 EUNA Capital Planning Budget Software - EUNA Solutions, Inc., Sandy Springs, GA (Budget Impact - Neutral; expenditure of $131,038)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
Marion County Administration, along with the Marion County Clerk of Court's Budget Department, is seeking to modernize and streamline its budgeting, personnel planning, and capital project management processes by implementing the EUNA Budget Framework software solution. This comprehensive cloud-based platform provides integrated tools for operating and personnel budgeting, capital planning, public transparency through OpenBook, and digital budget publication via Budget Book Studio.

Implementation services will include planning and analysis, installation, data load and verification, training, and project management. The system will integrate with the County's existing Tyler Munis Enterprise ERP system through a flat file interface for capital actuals, ensuring accurate data exchange and improved reporting.

The vendor, EUNA Solutions, Inc. (EUNA), is an authorized reseller through Sourcewell Contract 060624-GTH, which was competitively solicited in accordance with Florida procurement requirements.

The total five-year subscription cost is $533,784, as outlined below:

Year	Annual Cost	Includes
Year 1	$131,038	Implementation & first-year services
Year 2	$96,267	3% increase applied
Year 3	$99,155	3% increase applied
Year 4	$102,130	3% increase applied
Year 5	$105,194	3% increase applied

EUNA has also offered an optional API integration for Capital Actual Costs for $15,000, which may be implemented within 12 months of the effective date. The API integration allows the EUNA Budget system to automatically exchange real-time spending data with the County's Tyler Munis financial system, eliminating manual uploads and keeping capital project reports current. The Budget

Department requests authorization for this additional cost without the need for further Board approval. Funding is available within the current fiscal year budget for Year 1 costs, with subsequent years to be budgeted accordingly.

Attached for review is the EUNA order form, Scope of Work, and an approved LRM from Legal. Upon approval at today's meeting, the order form will be presented to the Chairman for signature.

BUDGET/IMPACT:
Neutral; cost for Year 1 is $131,038, the total five-year subscription cost is $533,784.
Funding is from AA174516-568101 (General Fund)

RECOMMENDED ACTION:
Move to approve the agreement with EUNA Solutions, Inc. for the purchase of the EUNA Budget Framework software suite for a total five-year cost of $533,784, authorize the Chairman to execute all necessary documents, and approve an additional $15,000 for optional API integration without returning to the Board for further approval.

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ORDER FORM

Sourcewell Member #: 5259
Sourcewell Contract #: 060624-GTH
Quotation Expiry Date: 11/21/2025

Euna Solutions, Inc.
1155 Perimeter Center West,
Suite 500
Sandy Springs, GA, 30338
Rep Name:
Rep Email:

Marion County FL
110 NW 1st AVE #1
Ocala, Florida 34471
United States

SaaS Subscription (Including software, maintenance, support and hosting)	Licenses	Total Price
Euna Budget Framework – All Modules		
Operating Licenses	Not Included	
Personnel Planning & Budgeting Licenses	Not Included	
Capital Project Planning Licenses	Unlimited	
Read Only Licenses	Unlimited	
Openbook and Budget Book Studio	Included	
	Recurring Annual Fee(s) Sub-Total	$93,463.00

Implementation Services (Per Statement of Work)	Units	Total Price
Planning & Analysis, Installation, Data Load & Verify, Training, and Project Management, Capital actuals important integration via flat file with Tyler Munis Enterprise ERP.	1	$37,575.00
	Non-Recurring Fee(s) Sub-Total	$37,575.00
	TOTAL YEAR 1 PRICE	**$131,038.00**

Currency: USD
Billing Cycle: Annual
Payment Terms: Net 30
Data Location: United States

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Order Notes:

- Annual Subscription is based on a 5-year term
- Euna will apply a 3% annual increase beginning in year 2
- Applicable taxes extra.

Annual Fees Schedule

- Year 1 – $131,038.00 (SaaS and Professional Services)
- Year 2 – $ 96,267.00
- Year 3 – $ 99,155.00
- Year 4 – $ 102,130.00
- Year 5 – $ 105,194.00
- Total – $ 533,784.00

Above pricing in US dollars. Applicable Taxes Extra.

Terms of Payment:

- Year 1 Software Subscription:
  - Due 100% upon Acceptance Date of Order Form (Net 30) and annually in advance for future years
- Professional Services:
  - Due 100% upon Acceptance Date of Order Form (Net 30)

Option:

- API integration for Capital Actual Costs can be added within 12 months of Acceptance Date of Order Form for $15,000.00

Acceptance

Marion County

Authorized Signature: _____

Authorized Name: _____

Title: _____

Date: _____

TERMS & CONDITIONS

The Customer hereby agrees to order the products and/or services outlined above at the prices indicated. The Sourcewell contract # 060624-GTH applies to this order.

All remittance advice and invoice inquiries can be directed to billing@eunasolutions.com. Please feel free to contact us if you have any questions.

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Statement of Work (SOW)

Statement of Work
Euna Budget Implementation for
Marion County FL

Revision History

Rev.	Date	Authors	Notes/Changes
1			

1. General

1.1. Shared Responsibility

Euna Solutions and The Customer agree that the implementation of Euna Budget is a shared responsibility, and that they will employ their best efforts to complete their agreed tasks on a timely basis. Neither Euna Solutions nor The Customer is expected to have resources available to mitigate timeframe slippage caused by the other party, and neither shall have an obligation to do so.

Euna Solutions shall provide the professional service as defined in this Statement of Work, in a professional manner, consistent with industry standards. Unless otherwise agreed upon by both parties, or as the result of a delay on the part of Euna Solutions, the obligation to provide professional services to The Customer expires the earlier of:

1) completion of the services described in the SOW
2) 12 months from the effective date of the relevant Order Form

1.2. General Clarification

Initial Data Load

"Data import", "import workbooks", and "initial data load" are synonymous terms referring to the initial migration of data from The Customer's existing systems into Euna Budget.

Where this initial data load is to be performed by Euna Solutions, the data shall be returned to Euna Solutions in Excel workbooks. Euna Solutions' Project Manager will provide blank workbooks for this purpose as an output of initial discovery meetings. These are adapted from standard templates to use The Customer's terminology and to incorporate all elements of The Customer's chart of accounts, other data entities, and columns within those data entities. Such data provided must be "clean", consistent, and complete. The Euna Solutions PM is not responsible for cleaning data, and will not repeatedly load data in order to repair issues and/or add missing information.

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The Customer can use the software's user interface or Euna Budget's Excel® export/import feature to further amend and maintain data, or to load data where this is a customer task.

For example, where Euna Solutions' work to load prior year data may be limited to a specific number of years in order to reduce implementation cost, there is no system limit to the number of prior years that the customer can load using Excel® export/import.

Data Model

The Euna Budget system is a relational database built on a standard data model. Using the system's user interface, this data model may be enhanced to mirror The Customer's data structures, notably the chart of accounts that is unique to The Customer's institution. While all of the standard tables ('entities') must be retained, the following points are held to be true:

- Any of the standard entities may be renamed to match The Customer's terminology;
- Out-of-the-box entities may be ignored, or in some cases filled with place-holder data, if not useful;
- There is a defined, immutable, relationship between certain entities - for example Costing Centers (Operating) and Projects (Capital) roll up to a single Department, each in turn rolling up to a single Division;
- The GL Account/Account Category, Division/Department, Fund Category/Fund, and Asset Category/Asset Type structures must be consistent across all years and across the modules (Operating, Personnel, Capital, Financial Statements, and Performance);
- GL Account Categories must be categorized as containing either a revenue or expenditure accounts (accommodation is made for other account types in the Financial Statements module);
- Euna Budget enacts data integrity through the use of relational data structures. Data structures which do not follow accepted data principles (for example, re-using GL Accounts/Object Codes to mean different things to different Departments) can typically be accommodated but is not guaranteed and such accommodation can extend the import timeframe;
- A list of the standard entities and their relationship is available upon request.

Integrations

"Integration" as used in this Statement of Work refers to the automation of data exchange between Euna Budget and 3rd party systems. For each of the integrations in scope, Euna Solutions shall be responsible for:

- Configuring data transformations, as described by The Customer during the implementation.
- Providing the software interface into Euna Budget, and the operational infrastructure required to manage the integration, as well as the operational infrastructure required to manage the integration (e.g. FTP server). Euna Solutions does not offer services to build the 3rd party system end of integrations. The Customer is responsible for creating data sources and destinations within their 3rd party systems, either through their IT team or through their system's integrator. Such data sources and destinations may be database queries, delimited files, and/or web services.

The Customer is advised that in a "cloud" environment, Euna Solutions is unlikely to be granted the local network access to The Customer's other enterprise systems for a direct database-to-database integration. The most likely mode of integration will be exchange of formatted text (.CSV) files transmitted using secure FTP (SFTP or FTPS). Integration via web services may be possible where the 3rd party system provides a web services interface that provides/accepts data required by The Customer. It will be The Customer's responsibility to create or cause to be created the necessary file transfer mechanism on their side of the transfer; and to ensure that the 3rd party system's integration components are available, including web services where used.

For all integrations in scope, the following are held to be true except where specifically listed as a customization:

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• Records being copied into Euna Budget require a unique key to unambiguously match incoming data with pre-existing records. This key may be a single field value (e.g. Object Code) or a combination of multiple values (e.g. Position+Employee Number). An exception report is provided for data elements which cannot be thus matched. In the case of the Capital integrations this is particularly noteworthy: each record must include a unique project identifier (e.g. Project Number).

• While it is likely that Euna Budget can accommodate any chart of account segments ("chart fields"), and Euna Solutions shall accommodate reasonable requests for mapping chart fields to accommodate situations such as legacy account structures, the encoding and decoding of arbitrary structures and mappings (those which cannot be logically described) is not in-scope.

• Euna Budget integrations do not include the synchronization of chart of account strings, segments, or combinations; which is to say that the list of funds, GL accounts, costing Active, and projects, etc. is not automatically updated from the general ledger or other external system.
• Each distinct data source and/or output file is considered one point of integration. For example, if Statistical Actuals are required from multiple data sources, Euna Solutions will need to configure one integration for each data source and a single Statistical Actuals integration will be insufficient.

• Filtering is coded into the integration and there is no custom user interface for the selective export of sections of the budget except to choose a budget year, or in the case of Actuals imports the date range.

• Standard budget export integrations, where in scope, do not have the ability to export only changes since the last export. The entire budget is exported each time. A budget amendment export integration is required in order to export selected parts of the budget, such as changes since the last export.

• Amended budget export integrations, where in scope, will be either export individual amendments as created, or export the batch of amendments since the last export, or import amendments from the general ledger system as read-only budget lines. Which of these options is used is a detail determined during the implementation, but each amendment integration will only work in one of these modes.

• Actuals Import integrations cannot be used to amend the budget.

Customizations

Customizations include custom business rules, modifiers, user interface (grids, forms, etc.), non-standard integrations, hand-crafted reports, and ad hoc entities. They are all detailed in section "2.11. Customizations" of this Statement of Work document. Sections prior to "2.11. Customizations" detail the delivery of standard product functionality and services.

2. Statement of Work

In the Statement of Work tables, entries in the column headed "Statement of Work" are defined as follows:

Entry	Meaning
In scope	The task or function is within the statement of work to be undertaken by Euna Solutions professional services. There may be additional refinement of the scope.
Customer task	The task or function is not within the statement of work to be undertaken by Euna Solutions professional services, but will be undertaken by The Customer, with such help from Euna Solutions as is detailed in the item description. There may be additional information qualifying this.

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Not in scope	The task or function is not within the statement of work to be undertaken by Euna Solutions professional services, nor will it be undertaken by The Customer.

2.1. Euna Budget Configuration & Shared Components

Functional Area	Description	Statement of Work
Production System	Hosting of the single production instance of the Euna Budget system. Note that in addition to the hosted production system, The Customer must provide user workstation environments as follows: • A web browser: supported browsers - Microsoft Edge, Firefox latest release, Chrome latest release; • Microsoft .NET Runtime 4.68 installed; • Microsoft Excel® 2007 or newer (if spreadsheet export/import feature is required, and/or saving reports as Excel is required); • Microsoft Word® 2007 or newer (if scheduled reporting and/or saving reports as Word is required); • Microsoft's freely available desktop version of Report Builder installed (if self-serve report authoring is required from browsers other than Internet Explorer or Edge) - note that Microsoft have rebranded this "Power BI Report Builder".	In scope As per hosting agreement.
Sandbox System(s)	Sandboxes are hosted for The Customer's development/test/QA/training needs. They are refreshed on demand by administrative users from within the application and are a clone of the production database. Integrations are not enabled by default and single sign-on (SSO) may need to be configured for sandboxes. Euna Solutions reserves the right to remove dormant sandboxes but these can be recreated by The Customer as needed.	In scope: A single sandbox.
RoSA (Read-only SQL Access)	RoSA is an optional service giving The Customer's IT team read-only access to a password protected copy of the database. It uses Microsoft Azure geo-replication to replicate in near real-time, and is accessible using ODBC. Note: Euna Solutions is not able to add The Customer's own code or other objects (views, functions, stored procedures) to this database.	Not in scope

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Project Management & Analysis	Euna Solutions will assign an Implementation Manager ("PM") to lead this implementation on Euna Solutions' behalf. The role and responsibility of the PM is to ensure that the product is implemented according to this Scope of Work and to carry out the tasks detailed in sub-section "3.0.1. Euna Solutions Project Management Responsibilities" of this Scope of Work. Limitations: - Weekly status meetings is the number of scheduled meetings for the purpose of status reporting that the Euna Solutions PM is obligated to attend/host. Exceeding this limit is at the discretion of Euna Solutions' PM. This does not limit his or her availability for ad-hoc contact as needed. - The scope includes overhead of project management and analysis as stated in the "Scope or Work" column at right. Where delays are not on the part of Euna Solutions, additional project management and analysis beyond this limit may be billable at Euna Solutions' standard services rate.	In scope with: - One weekly status meeting; - 21 weeks of project management and analysis contiguous from project kick-off, or until all other implementation services are delivered, whichever occurs first.
Consulting Services - BPI	Euna Solutions will facilitate a review of: - The budget process for both the operating and capital budgets; - The chart of accounts; - Personnel planning and budgeting; - Reporting requirements. This process will require the participation of stakeholders in group workshops and may include or one-on-one workshops. Budget Process End to end review, including high level descriptions of the tasks performed, the timing of these tasks, and dependencies. Euna Solutions will facilite a design of the budget process as it relates to the Euna Budget system being implemented, seeking opportunities for improvement. This output will be documentation of: - Budget process stages; - What happens in each stage; - Input, outputs, and participants in each stage; - Stage permission requirements. Chart of Accounts Determine the data model, including the COA, roll-ups (whether part of the GL or not), and other budgetary fields of data. Complete field mapping and prototyping in Euna Budget. Personnel Budgeting Review and refine personnel budgeting process and data. To include common personnel budget issues including vacant positions, overtime, benefits, allowances, and statutory deductions. Reporting Requirements	Not in scope

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	Ensure reporting is supported by the data model. Identify reports in three primary groups: those required for developing budget, those required for managing budget, and those disseminating for information "up and out" (management and public. Reporting can be through traditional print reports, saved searches, dashboards, smart reports, and OpenBook. The customer will assume responsibility for maintaining all process documents after hand-off.	

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Consulting Services - Change Management	Euna Solutions will facilitate a change management process in relation to the implementation of Euna Budget. This process will require the participation of stakeholders in group workshops and may include or one-on-one workshops. A change management plan document will be produced based on the information gathered, containing: - What is changing; - Organizations impacted by the change; - Each organization's ability and willingness to change; - A training plan; - Strategies for dealing with the change. Note that the change management included in this item offer the benefit of Euna Solutions' experience in the domain of budget system implementation. It is not the enactment of, or replacement for, a comprehensive project of change management as may be required by the customer's PMO (project management office), or for a significant change beyond the introduction of a new system that approximates to current processes and procedures.	Not in scope
On-Site PM Visits	Each on-site visit by Euna Solutions' PM, and other implementation staff (excluding training, see below) shall be a minimum of one day and no more than five consecutive business days within the same working week. Where more than one individual is on-site at the same time this is considered as multiple visits (one per individual attending). Meeting premises, facilities (including external internet access) and equipment are to be provided by The Customer. Costs associated with travel, board and lodging for on-site visits are payable by The Customer as per contract. All other work by the Euna Solutions lead(s) will be carried out off-site and contact will be via normal telecommunication channels.	Not in scope
Application-Level Security	Determine how and when to use the various security levels available within Euna Budget, enter users and assign them to groups and roles.	Customer task: Euna Solutions will assist with this task until administrators have received training in security configuration.
Single Sign-On	Configure Euna Budget to use The Customer's existing Windows, LDAP, CAS, Google, or SAML Authentication, for user logon.	In scope: Configure production instance to use The Customer's SAML (Microsoft Entra ID aka Azure AD) Authentication for user logon. Euna Solutions is not responsible for software and

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		configuration changes required to make it authenticate with non-standard implementations of authentication protocols.
Import Configuration ...		
Import Master Configuration Data	Configuration and data import of the following Euna Budget standard data structures, using data supplied by The Customer in Excel® workbooks provided by Euna Solutions: • Division/Department hierarchy; • Fund Categories and Funds; • Account Categories and Expense and Revenue GL Accounts • Statistical Account Categories and Statistical Accounts • Other Chart of Account Segment Values • Performance Measure Units	In scope
Analytics ...		
Standard Reports	Provision of Euna Budget's standard reports. These reports are provided as-is and may not fully address The Customer's specific reporting requirements.	In scope
Administrator Authored Reporting	Euna Budget's reporting infrastructure allows users to create ad hoc views which can be used as datasets when using Report Builder 3.0 for administrator authored reporting; as the data source for dashboard widgets; and as part of the ad-hoc analytics interface. Each ad hoc view requires a base "entity" (database table), which can be one of Euna Budget's native data entities; a user configured entity; or a custom built "report entity" which consolidates the data from multiple entities and presents it to the ad hoc view as a single entity ready to report on.	In scope

2.2. Operating Module

The Euna Budget Operating module is NOT included in this implementation.

2.3. Personnel Planning & Budgeting Module

The Euna Budget Personnel Planning & Budgeting module is NOT included in this implementation.

2.4. Capital Module

The Euna Budget Capital module IS included in this installation.

Functional Area	Description	Statement of Work
Configuration ...		

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Import Projects	Configuration and data import of standard Euna Budget Operating data structures, using data supplied by The Customer in Excel® workbooks provided by Euna Solutions. At a minimum, the files will contain the data necessary to: • Create Projects (including closed projects where historical budget is to be loaded); • Add Projects to Departments; • Define Project Promotion Stages. The configuration data may optionally contain data necessary to: • Define Asset Categories & Asset Types; • Define Project Regions; • Define a Single Set of Project Ranking Metrics.	In scope
Initial Data Load ...		
Import Initial Budget	Import the current/future capital budget from data import workbooks: • Create dollar budget line items with GL Accounts and Funds ... by Project.	In scope: Euna Solutions will import the most recent budget with 5 years of future forecast data. Euna Solutions will repeat the import once, to accommodate a refresh prior to going live.
Import Historic Budgets	Import prior years' capital budgets. All prior years must have a chart of account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.	In scope: Euna Solutions will import 2 prior years' budgets.
Import Actuals Transactions	Import capital actuals transactions from data import workbooks.	Customer task: The Customer can add their historical data manually, or using Euna Budget's Excel® export/import feature, or with an automated integration.
Import Initial Statistical Budget	Import the current/future capital statistical budget from data import workbooks: • Create statistical budget line items at the statistical account level ... by Project	Customer task: The Customer will enter their statistical budget data using Euna Budget's user interface or Excel® export/import feature.

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Import Historic Statistical Budgets	Import prior years' capital statistical budgets. All prior years must have a statistical account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.	Customer task: The Customer can add their historical statistical budget data using Euna Budget's user interface or Excel® export/import feature.
Import Statistical Actuals Transactions	Import capital statistical actuals transactions from data import workbooks.	Customer task: The Customer can add their historical data manually, or using Euna Budget's Excel® export/import feature, or with an automated integration.
Integration ...		
Budget Export	Automated facility to transfer the Capital module budget data from Euna Budget to The Customer's Tyler Enterprise ERP general ledger or project system at the approved budget object/costing center level when invoked by a user. Note that this scope item is in addition to the built-in budget export, which will create a CSV file using the configured account structure suitable for import into most general ledger systems.	In scope: Euna Solutions will create no more than 1 point of integration for the approved capital budget.
Amended Budget Export	Automated facility to transfer individual approved amendments to the Capital module budget data, from Euna Budget to The Customer's Tyler Enterprise ERP general ledger or project system, or the other direction as required. This interface is required only in the case where The Customer requires the amended budget to be synchronized between the two systems and where the general ledger cannot be updated by re-running the full export provided in the item in the "Budget Export" item above.	Not in scope
Actuals Import	Automated facility to transfer actual data from The Customer's Tyler Enterprise ERP general ledger or project system to the Euna Budget Capital module at a transaction level on a daily basis when automatically scheduled; and/or on demand. Note that this scope item is in addition to the built-in actuals import which is able to read a CSV file, provided it conforms to some simple formatting requirements and the configured account structure.	In scope: Euna Solutions will create no more than 1 point of integration for the capital project actuals.

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Statistical Budget Export	Automated facility to transfer the Capital statistical budget data from Euna Budget to a single target system at the approved budget object/costing center level when invoked by a user.	Not in scope
Amended Statistical Budget Export	Automated facility to transfer individual approved amendments to the Capital statistical budget data, from Euna Budget to a single target system, or the other direction as required. This interface is required only in the case where The Customer requires the amended budget to be synchronized between the two systems and where the 3rd party system cannot be updated by re-running the full export provided in the item in the "Statistical Budget Export" item above.	Not in scope
Statistical Actuals Import	Automated facility to transfer actual data from a single source system to the Euna Budget Capital statistics at a transaction level on a daily basis when automatically scheduled; and/or on demand.	Not in scope

2.5. Reserved

2.6. Performance Measures

The Performance Measures module is included in the framework license, however this SoW does not include configuration of the system by Euna Solutions. The Customer may use the online training material to make use of Performance Measures.

Functional Area	Description	Statement of Work
Configuration ...		
Measure Categories and Units	Configuration of Performance Measures Categories and Units, establishing those lookup values within the system.	Not in scope
Initial Data Load ...		

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Measures	Configuration of the initial set of performance measures.	Not in scope
Scorecards	Configuration of the initial set of performance measurement scorecards, and including them on dashboards.	Not in scope
Integration ...		
Measure Actuals Import	Automated facility to load actual data from The Customer's 3rd party data collection systems to the Euna Budget performance measures module on a scheduled basis; and/or on demand. Users can add measure actuals data not available through an automated interface through the user interface or using Excel® export/import.	Not in scope

2.7. OpenBook and Budget Book Studio

A subscription for Euna Solutions' "OpenBook" cloud service for data transparency is included in this implementation. This subscription includes the "Budget Book Studio" add-in.

Functional Area	Description	Statement of Work
Configuration ...		
System Administration	General configuration of OpenBook Core to set the look-and-feel, captions, and add users.	Customer task: As a customer task, The Customer will leverage Euna Solutions' training material and reasonable assistance of Euna Solutions' PM or consultant to understand the administration options.
Configuration of Euna Budget	Configure ad hoc views in Euna Budget as a convenient source of source of OpenBook Core data.	In scope: Euna Solutions will, with the help of The Customer, configure up to 3 ad hoc views as a source of data for OpenBook Core. The Customer is able to configure as many additional ad hoc views as required.

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Configuration of OpenBook Core Visualizations	The Customer is able to add multiple "visualizations" of their data to their OpenBook site. Each dataset is displayed according to a template selected from a library of visualization styles. The Customer is also able to add their own stories with "spotlights" and "highlights".	In scope: A Euna Solutions consultant will assist in configuring OpenBook Core "Visualizations" and "Stories" to a limit of 10 hours of consulting time (additional services can be purchased at Euna Solutions' standard hourly rate).
Configuration of Budget Book Studio	The Customer is able to add multiple budget books to their OpenBook site following their approval workflow in "Budget Book Studio". Budget books are built with a Customer defined layout of data tables, reports, paragraphs of text, images, charts, and can embed OpenBook's "highlights" and "spotlights". Euna Solutions services include: • Training, including an optional introduction for newcomers to OpenBook. • Review source budget data: account groups, funds, and departments. • Configuration of a Budget Book to support these structures.(Note: Budget Book is not suitable for arbitrary data mapping, complex (re)calculation of values, and/or reporting of budget using roll-ups and segments other than those by which the budget is built and managed in Euna Budget.) • Creation of "views" in Euna Budget. * • Configuration & testing of data integration from Euna Budget. * • Configure standard content and assist with requested changes to standard format. • Guidance on completing tasks, including: o manual input of values deemed non-automatable; o insertion of unstructured data from files such as images, maps, award certificates, and charts; o sharing experience of layout and content options. • Miscellaneous configuration and content authoring assistance. * Where the source system is not Euna Budget, The Customer is responsible for providing clean, well organized data in CSV file for upload.	In scope: A Euna Solutions consultant will assist in configuring the first budget book, over a period not exceeding 8 weeks to a limit of 40 hours of consulting time (additional services can be purchased at Euna Solutions' standard hourly rate).
Content Authoring and Editorial Services	Authoring text and generating image (photo, graphic, map, chart, etc.) content for budget book(s).	Customer task
Integration ...		

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Import from Euna Budget	Connection of OpenBook to Euna Budget, through a shared API key, and the publication of ad hoc views for seamless import of data into OpenBook from Euna Budget.	In scope
Import from CSV Files	Initial and ongoing population of datasets through the import of .CSV files.	Customer task: As a customer task, The Customer will leverage Euna Solutions' training material and reasonable assistance of Euna Solutions' PM or consultant to load and configure datasets from CSV files.

2.8. Training

Functional Area	Description	Statement of Work
Online Resources	Euna Solutions maintains a substantial library of online training courseware. Having signed-up with a valid Customer email address, all material is available to all users during and after the implementation.	
Training Approach	Euna Solutions' standard training model is to train the trainers/advanced users within The Customer's organization in all implemented aspects of the application. Training is a blend of online courseware and "live" training, either in a classroom (if in scope, see "Training Location" below) or via a web conference. In the case of video training Euna Solutions' PM will field outstanding questions after the scheduled viewing. Where a specialist trainer is "In Scope" below this might be as a follow-up to a video or presentation of the entire course.	
Training Schedule	Euna Solutions' PM will help determine at which point in the implementation the delivery of training is most appropriate. The Customer may prefer to receive some or all of their training in the early stages of the implementation, in the knowledge that such training will need to be carried out using a generic training database. Alternatively The Customer may choose to wait until the implementation is substantially complete in order to be trained on their own instance of Euna Budget. Having received train-the-trainer training, the Customer is responsible for training the end users, except where explicitly included in scope (below).	

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Training Location	* Note that this item relates only to location of training and does not confer training in addition to those items scoped below. On-Site Training: Is not included. Remote Training: All training provided by Euna Solutions will be delivered using web conferencing tools. Attendees are able to participate in the training from multiple locations using their own computer, or in a conference room with shared screen (their own computer is recommended). Audio is provided by telephone or the computer's own audio facilities. These sessions may be recorded upon request, with the unedited recording provided to The Customer for storage and dissemination using their own media repository.	
Instructional Videos/eLearning Courseware	Instructional on-boarding videos tailored to The Customer's process (one per module) or full eLearning courseware (covering all modules) aimed at end-users. This material will show general system usage, and how to enter and query budgets.	Not in scope
Train-the-Trainer Training Sessions	Training trainers, as well as advanced users and application administrators, in the modules, features, and processes implemented. Sessions may cover the following topics: • Administration • Administrator Authored Reporting • Capital Module . Euna Solutions' PM will work with The Customer's project lead to ensure this training is focused where needed. Training for the following occur as part of their implementation process and is NOT part of this scope item: • OpenBook • Budget Book	In scope: This scope of work includes up to 3 training sessions including preparation time.
Train-the-User Training Sessions	Training end-users to use the modules, features, and processes implemented.	Customer task

2.9. Reserved

2.10. Reserved

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2.11. Customizations

2.11.1. Custom Business Rules (CBRs), Modifiers, User Interface

This Statement of Work does not include the development of customizations.

Customizations not listed here can be accommodated upon receipt and acceptance of a change order, which will include a specification and may include an estimate for the work to be charged on a time & materials basis at the applicable rate.

2.11.2. Custom Reports, Custom Ad Hoc Entities and Custom Dashboards

This Statement of Work does not include the development of custom reports or ad hoc entities.

Custom reporting and dashboard requirements not listed here can be accommodated upon receipt and acceptance of a change order, which will include a specification and may include an estimate for the work to be charged on a time & materials basis at the applicable rate.

2.11.3. Specifications

Before Euna Solutions undertakes any customizations described herein, as well as integrations with other systems, and data imports, The Customer and Euna Solutions shall prepare and sign-off on the detailed specifications ("Specifications") for the work to be performed.

2.11.4. Change Orders

Any changes to the agreed specifications, including changes requested by The Customer within the warranty period, shall be the subject of a new change order and the work to be carried out thereunder shall be separately quoted, agreed, and billed and shall not be included as part of this Statement of Work.

2.11.5. Warranty

Once completed the custom work shall be warranted by Euna Solutions in accordance with the "Technical Support Services" section of the Software License Agreement.

3.0. Project Management

3.0.1. Euna Solutions Project Management Responsibilities

1. Coordinating the development of the project plan in consultation with The Customer project manager and team members.
2. Ensure the timely execution of Euna Solutions' deliverables.
3. Ensuring that members of The Customer team are sufficiently educated in the Euna Budget application understand the implications of initial design decisions.
4. Providing The Customer with timely and detailed descriptions of the items identified as "Customer task" within this SoW, along with their expected completion dates.
5. Providing regular progress status reports to the key team members.
6. Advising The Customer of the impact on the expected delivery dates of any Euna Solutions or Customer deliverable is advanced or delayed.
7. Tracking issues through an issue log.
8. Author and coordinate the approval of change order estimates, and the execution of the deliverables approved.

3.0.2. The Customer Project Management Responsibilities

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1 Running The Customer's project according to The Customer's norms, standards, practices, and protocols.
2. Acting as primary communication point with the Euna Solutions PM.
3. Providing definitive responses to the Euna Solutions PM on all decision points.
4. Ensuring the timely execution of The Customer's deliverables, as identified within this SoW, and advising the Euna Solutions PM of expected completion dates.
5. Ensuring that implementation training material is reviewed in a timely manner.
6. Ensuring that change orders contain a full specification of the changes required.
7. Ensuring that customizations are fully specified and documented.
8. Ensuring that all Customer team members have a clear understanding of their responsibilities to the project.
9. Approving (sign-off) Euna Solutions deliverables.

3.0.3. Project Planning

1. The project plan will be prepared by the Euna Solutions project manager in consultation with The Customer's project manager and team members.
2. The project planning phase will determine whether Euna Budget modules are to be implemented serially or in parallel and, if serially, the order of module implementation.
3. The implementation of each Euna Budget module will involve the following stages:
   a. An overview of, and training in, the module and the ways in which the module can be extended by configuration and customizations.
   b. A determination of how best to configure and, if necessary, customize the module to meet the objectives of The Customer.
   c. An overview of the advantages and, if present, disadvantages of the proposed configuration and customizations.
   d. Documentation of the agreed configuration and customizations.
   e. The preparation of data import templates consistent with the agreed configuration and customizations.
   f. The completion by The Customer of the data import templates.
   g. The import by Euna Solutions of the data import templates.
   h. Customer approval of the imported Euna Budget structures and data.
   i. The creation of custom report entities to support The Customer's reporting, where such reporting is not readily available within Euna Budget's natural data model.
   j. Training in the creation of (ad hoc) views, and ad hoc print reports using Microsoft Report Builder 3.0.
   k. Determination of custom reporting requirements that cannot be met by the standard reports and the use of the out-of-the-box ad hoc reporting features.
   l. The preparation of change orders and specification for any custom reports not detailed in this Statement of Work.
   m. The development by Euna Solutions of any required custom reports, whether detailed in this Statement of Work or added to the scope through a change order.
   n. The testing and acceptance of custom reports and report views.
   o. The deployment of custom reports and report views.
   p. The development of an integration strategy for updating the Euna Budget database with actual result data from the financial system and the passing of budget data into the financial system.
   q. The development by The Customer of the integration components (queries, intermediate tables, file output/input etc.) which are required to access actual data from the financial system/HR System and update the financial system with budget data.
   r. The development by Euna Solutions of:

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i. integration components which transform budget data prior to updating the financial system;
ii. integration components which transform actual result data prior to updating the Euna Budget database;
iii. integration components required to initiate the execution of integrations.

s. The deployment of all integration components.
t. The testing and acceptance by The Customer of the integration components.

4. Customer Resources

1. The requirement for Customer resources is variable with:
   a. The duration of the project.
   b. The degree of internal Customer consultation.
   c. The level of internal Customer agreement.
   d. The number of customizations.
   e. The familiarity of Customer staff with their General Ledger, ERP, HR, and other 3rd party systems.

MARION COUNTY STANDARD ADDITIONAL TERMS AND CONDITIONS

This Additional Terms and Conditions (this "ATC") are made a part of Euna Solutions Order Form and Sourcewell Contract # 060624-GTH (hereinafter "the Agreement") between Euna Solutions, Inc. ("FIRM") and **MARION COUNTY**, a political subdivision of the State of Florida, 601 SE 25th Ave., Ocala, FL 34471 ("COUNTY") (individually "Party," collectively "Parties."), on behalf of Public Safety Communications.

BE IT KNOWN that the undersigned Parties, for good consideration, agree to make the changes and/or additions outlined below. These additions shall be valid as if part of the Agreement.

1. **Governmental Entity.** FIRM acknowledges that in light of COUNTY being a governmental entity, this ATC is needed and shall govern the Agreement.

2. **Material Term; Conflict.** This ATC is a material term of the Agreement and same is relied upon by COUNTY in entering into the Agreement. A breach of this ATC is a material breach of the Agreement. The Parties expressly agree that notwithstanding anything to the contrary set forth in the Agreement, in the event of a conflict or inconsistency between the terms of this ATC and those of the Agreement, the terms of this ATC shall govern.

3. **Prompt Payment Act.** FIRM acknowledges that notwithstanding anything to the contrary set forth in the Agreement, COUNTY's obligations and responsibilities for payment and non-payment under the Agreement, including, but not limited to, the accrual of interest thereon if any, are governed by Chapter 218, Part VII, Florida Statutes, Local Government Prompt Payment Act (2023).

4. **Tax Exempt.** Notwithstanding anything to the contrary set forth in the Agreement, FIRM acknowledges receipt of COUNTY's Consumer Certificate of Exemption from the payment of

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Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

5. **Public Records Laws; Confidential and Exempt.** Notwithstanding anything to the contrary set forth in the Agreement, FIRM acknowledges COUNTY's duties under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2023), to provide public access to COUNTY's records and to hold them open for personal inspection and copying by any person. FIRM acknowledges that the Parties are required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, with regard to the Agreement and FIRM affirms that said laws supersede any contrary or inconsistent terms of the Agreement. As such, notwithstanding anything to the contrary set forth in the Agreement, the definitions of "Confidential" and/or "Proprietary" information, the Parties' abilities and obligations to disclose same, the methods for such disclosure, and the remedies, if any regarding same, shall be determined solely according to Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as those laws may be amended from time to time.

6. **Public Records Obligations.** If, under the Agreement, FIRM is providing services and is acting on behalf of COUNTY as provided under Section 119.011(2), Florida Statutes (2023), FIRM, shall:
   A. Keep and maintain public records required by COUNTY to perform the service;
   B. 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;
   C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if FIRM does not transfer the records to COUNTY; and,
   D. Upon completion of the 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 service. If FIRM transfers all public records to COUNTY upon completion of the 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 completion of the 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.

7. **Unilateral Termination.** If FIRM fails to provide the public records to COUNTY within a reasonable time or otherwise fails to comply with this Section, FIRM may be subject to penalties under Section 119.10, Florida Statutes (2023) and may be subject to unilateral cancellation of the Agreement by COUNTY.

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8. **Public Records Questions Contact.**

IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2023), TO FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE 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

9. **Annual Appropriations.** FIRM acknowledges that during any fiscal year COUNTY shall not expend money, incur any liability, or enter into any agreement which, by its terms, includes the expenditure of money in excess of the amounts budgeted as available for expenditure. COUNTY's performance and obligation to pay FIRM under the Agreement are contingent upon annual appropriation being made for that purpose. If during the term of the Agreement, COUNTY does not make an annual appropriation necessary to continue its performance under the Agreement, COUNTY may terminate the Agreement upon the expiration of the funded fiscal year.

10. **E-Verify pursuant to § 448.095, Fla. Stat.** Section 448.095, Florida Statutes (2023), requires FIRM to be registered and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into the 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 the Agreement.
    A. 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.
    B. FIRM has agreed to perform in accordance with the requirements of this Section and agrees as follows:
        1. It certifies and assures COUNTY that FIRM is currently in full compliance with Section 448.095, Florida Statutes (2023), it is registered and uses the E-Verify System to verify work authorization status of all newly hired employees.
        2. COUNTY shall immediately terminate the Agreement if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), Florida Statutes (2023), 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.
        3. When FIRM enters into a contract with an employee, a FIRM or a subFIRM, FIRM 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.

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4. FIRM shall maintain a copy of such affidavit for the duration of the Agreement and provide it to COUNTY upon request.
5. FIRM shall immediately terminate the Contracting Party if FIRM has a good faith belief that the Contracting Party has knowingly violated Section 448.09(1), Florida Statutes (2023), as set forth above.
6. If COUNTY has a good faith belief that FIRM's Contracting Party has knowingly violated Section 448.095, Florida Statutes (2023), but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the Contracting Party. FIRM agrees that upon such an order, FIRM shall immediately terminate the Contracting Party. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
7. If COUNTY terminates the Agreement with FIRM, FIRM may not be awarded a public contract for at least one (1) year after the date of termination.
8. FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this Section.
9. Any such termination under this Section is not a breach of the Agreement and may not be considered as such.
10. 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 subFIRMs, and to make such records available to COUNTY or other authorized governmental entity.
11. 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.

11. **Scrutinized Companies pursuant to § 287.135, Fla. Stat.**

A. **Certification.**

1. If the Agreement is for One Million Dollars or more, FIRM certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the 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, Florida Statutes (2023), or
   b. Engaged in business operations in Cuba or Syria.
2. If the Agreement is for any amount, FIRM certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the 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, Florida Statutes (2023), or
   b. Engaged in a boycott of Israel.

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B. **Termination, Threshold Amount.** COUNTY may, entirely at its option, terminate the Agreement if it is for One Million Dollars or more 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), Florida Statutes (2023), 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 FIRM is found to meet any of the following prohibitions:
      a. Submitted a false certification as provided under Section 287.135(5), Florida Statutes;
      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; 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), Florida Statutes;
      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;
      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, Florida Statutes 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), Florida Statutes;
      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; or
      c. Been engaged in business operations in Cuba or Syria.

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. FIRM 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

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Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

12. **Discriminatory Vendor List, Convicted Vendor List, Antitrust Violator Vendor List.** FIRM certifies and assures COUNTY that FIRM and its affiliate, if any and as defined under the pertinent statutes, has not been placed on the Discriminatory Vendor List pursuant to Section 287.134, Florida Statutes (2023), the Convicted Vendor List pursuant to Section 287.133, Florida Statutes (2023), and the Antitrust Violator Vendor List pursuant to Section 287.137, Florida Statutes (2023). FIRM acknowledges that absent certain conditions set forth in the respective statutes, those that have been placed on such lists may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a FIRM, supplier or subFIRM under a contract with a public entity, may not transact business with a public entity, and may not benefit from certain economic incentives.

13. **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 FIRM, if any, for any reason or purpose, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes (2023). All liability of COUNTY shall be limited to the limits set forth therein, whether sounding in contract, tort, or otherwise. This Section shall survive the termination of the Agreement.

14. **Rights of Third Parties.** 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.

15. **Waiver.** Notwithstanding anything set forth to the contrary in the Agreement, no waiver of any default by either 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 either Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

16. **Severability.** If any provision of the Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting

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such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

17. **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.

18. **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.

19. **Survival.** Sections 13-20 of this ATC shall survive the termination of the 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.

20. **Headings.** Section headings contained in this ATC are for convenience only and are not to be deemed or construed to be part of the Agreement.

21. **Authority to Execute Agreement.** The signature by any person to the Agreement and this ATC 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.

22. **Transacting Business in Florida.** As of the date of entering this Agreement, FIRM represents that FIRM 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 FIRM and its legal advisor that performance of this Agreement will not require any act constituting transacting business in Florida. In the event COUNTY, at its sole discretion, determines that FIRM 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, FIRM shall immediately repay all amounts provided to FIRM under this Agreement.

23. **No Other Negations or Changes.** No other terms or conditions of the Agreement are negated or changed as a result of this ATC.

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24. **Entire Agreement.** The Agreement and this ATC 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 both Parties.

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IN WITNESS WHEREOF, the Parties have entered this ADDITIONAL TERMS AND CONDITIONS on the date of the last signature below.

COUNTY
MARION COUNTY, a political subdivision
of the State of Florida

By: _____
Printed Name: Kathy Bryant
Title: Chairman
Date: _____

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

10/21/25

For: MATTHEW G. MINTER DATE
MARION COUNTY ATTORNEY

FIRM
EUNA SOLUTIONS, INC.

By: Wes Van de Polder
Printed Name: Wes Van de Polder
Title: Senior Sales Director
Date: October 21, 2025

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Shoemaker (Last) Jodi (First) (Dept) Procurement Services - 2530

(Title) Procurement & Contract Analyst Coordinator (Phone) 352-671-8446

Signature J Shoemaker Date Monday, October 20, 2025

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

Attached for review and comment are our county ATCs, which have been marked up by EUNA Solutions. Budget is seeking to purchase EUNA Budget software, and EUNA is requesting signature on their Order Form. The purchase will be made through EUNA, the authorized reseller under Sourcewell Contract #060624-GTH.The Terms and Conditions on the order state:"TERMS & CONDITIONS - The Customer hereby agrees to order the products and/or services outlined above at the prices indicated. The Sourcewell contract #060624-GTH applies to this order." EUNA has removed "Annual Appropriations," "Mutual Indemnification," and "Attorney's Fees" in their entirety. Since this order is governed by Sourcewell terms, please advise whether our ATCs are still necessary. Upon review, please return the documents to Procurement to prepare for 11/4 agenda. Thank you - Jodi

For more information or discussion, contact: ☑ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☑ Yes ☐ No Agenda Date: Tuesday, November 4, 2025

Agenda Deadline Date for **Legal:** Thursday, October 23, 2025 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. 2025-1107

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 11:24 am, Oct 20, 2025

Attorney Signature: Thomas Schwartz Date 10/21/25

Staff Signature: Lori Myrkle (Completed) Date: 10/21/25 Returned: ☑ Department ☐ Admin ☐ _____

Rev2 03/19/2025

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21071 **Agenda Date:** 11/4/2025 **Agenda No.:** 7.5.7.

SUBJECT:
Request Approval of Contract Amendment: 25P-014-CA-01 Solid Waste Alternative Waste Management Methods - Friends Recycling, LLC, Ocala, FL (Budget Impact - Neutral; estimated expenditure of $50,000)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On July 15, 2025, the Board approved a contract with Friends Recycling, LLC (Friends) to provide transfer station services to Marion County. The contract provides transfer station services for the loading of Class I and Class III solid waste delivered by Marion County at a fixed rate of $8.00 per ton. This model assumed that Marion County would be responsible for the haul and disposal of the waste.

To optimize contract services, Friends has agreed to provide loading and hauling services modeled after the agreement with GFL Solid Waste Southeast LLC, which the Board also approved. Compensation is set at a base rate of $25.00 per ton ($5.00 for loading and $20.00 for hauling), with adjustments tied to fuel costs and the Consumer Price Index, not to exceed 5% annually. These contracts will help maintain sufficient capacity during planned repairs or maintenance at the existing transfer station, provide essential redundancy, and ensure uninterrupted service in the event of an emergency.

The contract amendment presented today updates compensation, establishes a base rate per ton with provisions for fuel and CPI adjustments, capped at 5% annually, and revises disposal procedures so that materials will be hauled to the Heart of Florida Landfill, with enhanced ticketing, billing, and reporting requirements to improve tracking and reconciliation.

Attached for review is a draft of the amendment. Upon approval at today's meeting, it will be forwarded to Friends for signatures. Once returned, it will be sent to Legal, then the Clerk and Chairman for signatures.

BUDGET/IMPACT:
Neutral; estimated annual expenditure of $50,000. Annual expenditure will not exceed approved FY budgeted amounts without being brought back to the Board.

RECOMMENDED ACTION:
Motion to approve and allow staff to issue, and upon approval from Legal, authorize the Chairman and Clerk to execute the contract amendment under 25P-014.

FIRST AMENDMENT TO THE AGREEMENT

In accordance with the Solid Waste Alternative Waste Management Methods Agreement entered into on July 15, 2025, and all of its amendments (if any), collectively (the "Agreement") this First Amendment to the Agreement (this "Amendment") is made and entered into by and between **Friends Recycling, LLC**, whose address is 2350 NW 27th Avenue, Ocala, FL 34475; possessing FEIN **59-3598319**, (hereinafter referred to as "FIRM") 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 this Amendment shall remain in full force and effect until completion of all services required of FIRM, and the parties wish to amend the Agreement.

IN CONSIDERATION of the mutual covenants and conditions contained herein, COUNTY and FIRM (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

1. This Amendment shall be deemed to amend and become part of the Agreement in accordance with the project 25P-014, (the "Project"). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.

2. Section 5, Compensation, of the Master Agreement is hereby deleted in its entirety and replaced with the following:

   Section 5 – Compensation. FIRM shall be compensated, under COUNTY's established procedure, at a base rate of $25.00 per ton for Waste Management Services, which breaks down to the following components: $5.00 per ton for loading, and $20.00 per ton for hauling.

   The hauling rate of $20.00 per ton is subject to a fuel cost adjustment based on the Lower Atlantic Fuel Index. For every $0.08 per gallon increase in the fuel price that exceeds $4.00 per gallon, a 1% increase will be applied to the hauling rate. This adjustment will be reviewed and applied monthly.

   The base compensation of $25.00 per ton is subject to an annual adjustment based on the Consumer Price Index. This CPI adjustment will be evaluated annually on the anniversary of the Contract's effective date, and any adjustments will reflect the percentage change in the CPI from the previous year. The adjusted compensation will be rounded to the nearest cent and take effect within 30 days of the evaluation.

   The total combined adjustments for fuel and CPI shall not exceed a maximum of 5% per year unless otherwise agreed by both parties in writing.

3. Exhibit A – Scope of Services, Item 3, of the Master Agreement is hereby deleted in its entirety and replaced with the following:

   3. Disposal

   - The Contractor shall haul an amount of materials received to the Heart of Florida Landfill (HOF)
   - The Contractor shall provide HOF with the GFL outbound ticket number for reconciliation purposes.
   - Materials shipped to HOF will be billed on Marion County's account.
   - The Contractor shall establish an outbound scale code, to track loads hauled to HOF which will be billed to the County. A report will be provided twice per month to coincide with HOF billings.
   - Contractor shall keep inbound and outbound volumes similar for the month.

DRAFT

IN WITNESS WHEREOF the Parties have entered into this Amendment, 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

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

KATHY BRYANT DATE
CHAIRMAN

BCC APPROVED: November 4, 2025
25P-014-CA-01 Solid Waste Alternative Waste Management Methods

****

WITNESS:

SIGNATURE

PRINTED NAME

WITNESS:

SIGNATURE

PRINTED NAME

FRIENDS RECYCLING, LLC

BY: DATE

PRINTED:

ITS: (TITLE)

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 **Friends Recycling, LLC**, located at 2350 NW 27th Avenue, Ocala, FL 34475, possessing FEIN# 59-3598319 (hereinafter referred to as "FIRM") under seal for the Solid Waste Alternative Waste Management Methods, (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 #25P-014 - Solid Waste Alternative Waste Management Methods, 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 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 shall be valid for a term of three (3) years through June 30, 2028. Following the initial term, the Agreement may be extended for up to three (3) additional one-year periods, upon mutual agreement of both parties. **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 25P-014 – Solid Waste Alternative Waste Management Methods, more fully set forth on Exhibit A – Scope of Services hereto, as per the Contract Documents furnished by COUNTY and according to the timeframe as noted herein.

Section 5 – Compensation. FIRM shall be compensated for the loading portion of Waste Management Services at a base rate of $8.00 per ton, in accordance with COUNTY's established payment procedures.

The base compensation of $8.00 per ton is subject to an annual adjustment based on the Consumer Price Index. This CPI adjustment will be evaluated annually on the anniversary of the Contract's effective date, and any adjustments will reflect the percentage change in the CPI from the previous year. The adjusted compensation will be rounded to the nearest cent and take effect within 30 days of the evaluation.

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.

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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

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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.
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.

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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.

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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 Services.**

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: Friends Recycling, LLC
2350 NW 27th Avenue, Ocala, FL 34475
CONTACT PERSON: Jerry Lourenco | Phone: 352-622-5800

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:

COPY

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: friends2350@gmail.com and aws97@aol.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:

7/15/2025
GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

7/15/2025
KATHY BRYANT DATE
CHAIRMAN

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

For: 7/24/25
MATTHEW G. MINTER DATE
MARION COUNTY ATTORNEY

BCC APPROVED: July 15, 2025
25P-014 | Solid Waste Alternative Waste Management Methods

WITNESS:

SIGNATURE
Carol Larramore
PRINTED NAME

FRIENDS RECYCLING, LLC

7/21/25
BY: DATE
Gerald Lourenco
PRINTED:
Operating Mgr.
ITS: (TITLE)

WITNESS:

SIGNATURE
Nick Giumarelli
PRINTED NAME

COPY

EXHIBIT A
SCOPE OF SERVICES

The Contractor shall provide transfer station services to meet the needs of Marion County, which include receiving, weighing, and loading Class I and Class III materials. The scope of services includes the following:

1. **Facility Requirements**:
    - Provide a transfer station facility located within **six (6) miles** of the Marion County Courthouse.
    - The facility must be equipped with **certified scales** to weigh materials delivered by both Marion County Solid Waste collection trucks and, if applicable, the public.
    - Operate in accordance with all local, state, and federal rules, regulations, ordinances, and guidelines.
    - Obtain and maintain all necessary permits for the operation of the transfer station facility and for handling Class I and Class III materials.
2. **Transfer and Loading of Materials**:
    - Receive **Class I** and **Class III materials** delivered by Marion County Solid Waste collection trucks from the Recycling Centers.
    - Load materials into larger transfer loads for transportation to a final disposal facility.
    - Provide proper handling and storage of materials at the transfer station, ensuring compliance with all environmental and safety standards.
    - Transfer trailers will be loaded to a minimum tonnage of 22 tons per load.
3. **Hauling and Disposal**
    - The County shall be responsible for hauling and disposal of County materials received at the facility.
    - The County may elect to contract transfer hauling services to a third party.
4. **Operating Hours**:
    - The facility shall be open to receive materials from **Marion County Solid Waste collection trucks; Monday through Friday, from 7:00am to 5:00pm**.
    - **Saturday, from 7:00 am to Noon**
5. **Compensation and Billing**:
    - The Contractor shall be paid on a **per-ton tipping fee** for all materials delivered by Marion County.
    - The Contractor shall invoice the County **monthly** using a format prescribed by the County, detailing the tonnages of waste received.
6. **Information Management and Reporting**:
    - The Contractor shall maintain an information system capable of recording all transactions related to the services provided, including:
        - Customer name,
        - Material type,
        - Collection vehicle,
        - Date and time of load,
        - Weight delivered,
        - Origin (specific recycling center).

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- The Contractor shall provide **weekly reports** to the County, documenting the tonnages of waste received, including the above information.
- In the event that the County elects to have franchise haulers utilize the facility, separate tracking will be required for each franchise hauler, capturing the above information.
- The Contractor shall establish an outbound scale code, to track loads hauled out of the facility. A report will be provided twice per month to coincide with HOF billings.

7. **Environmental and Regulatory Compliance**:
   - The Contractor shall ensure that all services are performed in compliance with **applicable local, state, and federal regulations** governing waste handling and disposal.
   - The Contractor shall maintain all necessary licenses and permits for waste handling, including those specific to Class I and Class III materials.
8. **Volume and Waste Guarantee**:
   - The County does **not guarantee specific volumes** of material to be delivered to the transfer station. Volumes may fluctuate based on the amount of waste received from Marion County Recycling Centers.

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Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20989 **Agenda Date:** 11/4/2025 **Agenda No.:** 7.5.8.

SUBJECT:
Request Approval of Contract Amendment (Renewal): 21Q-219-CA-02 Electrical Trades Contract Services - Chuck's Stokes Electric of Central Fla Inc., Ocala, FL (Budget Impact - None)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On October 5, 2021 the Board of County Commissioners approved contract 21Q-219 with Chuck's Stokes Electric of Central Fla Inc. (CSECF) to provide Electrical Trades Contract Services. CSECF has received favorable evaluations under this contract and Marion County Facilities Management is requesting to renew this contract for a one (1) year term.

Attached for review is the draft amendment. Upon approval at today's meeting, the contract will be sent to Chuck's Stokes Electric of Central Fla Inc. and once returned, will be forwarded to Legal, the Clerk and Chairman for signatures.

BUDGET/IMPACT:
None; projects assigned to the firm 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 contract renewal under 21Q-219.

Marion County
Board of County Commissioners

MODIFICATION OF AGREEMENT
WITH MARION COUNTY ("COUNTY")

AGREEMENT NUMBER/TITLE: 21Q-219-CA-02 Electrical Trades Contract Services

MODIFICATION NUMBER: 2 MODIFICATION EFFECTIVE DATE: September 1, 2025

DESCRIPTION OF MODIFICATION:

1. This Modification to the Agreement renews the contract for one (1) year, effective September 1, 2025 through October 31, 2026.
2. The Parties acknowledge the Agreement expired on August 31, 2025, but in keeping with the practice of the Parties, they have continued under the Agreement and it is their intent with this renewal to formalize that continuation. This contract will extend through October 31, 2026 to realign with the original term of the agreement.
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: MELISSA MASTERS
E-MAIL: melissa.masters@marionfl.org
PHONE: 352-671-8640

CONTRACTOR NAME: Chuck's Stokes Electric of Central Fla Inc.
ADDRESS: 1734 N. Magnolia Ave., Ocala, Fl 34475
ATTN: Tammy Summerall | Tammy@stokesfl.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 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:
Chuck's Stokes Electric of Central Fla Inc.

BY: DATE

PRINTED NAME

ITS:

DRAFT

Marion County
Board of County Commissioners

MODIFICATION OF AGREEMENT WITH MARION COUNTY ("COUNTY")

AGREEMENT NUMBER/TITLE: 21Q-219-CA-01 Electrical Trades Contract Services

MODIFICATION NUMBER: 1 MODIFICATION EFFECTIVE DATE: 12/3/2024

DESCRIPTION OF MODIFICATION:

1. This modification renews the Agreement for one (1) year through August 31, 2025.
2. The Parties acknowledge the Agreement expired on August 31, 2024, but in keeping with the practice of the Parties, they have continued under the Agreement and it is their intent with this renewal to formalize that continuation.
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: CALEY CONARD
E-MAIL: caley.conard@marionfl.org
PHONE: 352-671-8647

FIRM NAME: Chuck's Stokes Electric of Central Fla Inc.
ADDRESS: 1734 N. Magnolia Ave., Ocala, FL 34475
ATTN: Zack Cecil | zack@stokesfl.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 12/3/2024
KATHY BRYANT DATE
CHAIRMAN

ATTEST:

GREGORY C. HARRELL 12/3/2024
MARION COUNTY CLERK OF THE COURT DATE

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

For: Thomas Thweatt
MATTHEW G. MINTER
MARION COUNTY ATTORNEY

COMPANY NAME:
Chuck's Stokes Electric of Central Fla Inc.

12/3/24
BY: DATE
Charles Stokes
PRINTED NAME
President
ITS:

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 **Chuck's Stokes Electric of Central Fla Inc.**, whose principal address is 1734 N. Magnolia Ave., Ocala, FL 34475 with a mailing address of PO Box 930, Ocala, FL 34478, possessing FEIN# 45-4771979 (hereinafter referred to as "FIRM") under seal for the Electrical Trades Contract 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 #21Q-219 - Electrical Trades Contract Services, the Offer, Project Bid Scope and or Specifications, 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 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 execution of all parties; and shall continue for three (3) years, until October 31, 2024. Pending mutual agreement, there is one (1) annual renewal option available.

Section 4 – Scope of Services. FIRM shall complete the Work for Project 21Q-219 to perform Electrical Trade Contract Services on an as-needed basis to Marion County owned and leased buildings, more fully set forth on 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 per Exhibit B – Fee Schedule hereto, (the "Agreement Price"), to FIRM under COUNTY's established procedure, upon completion of the Work. There shall be no provisions for pricing adjustments.

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

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.

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.

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 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 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 448.09(1), 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 a 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.

Section 24 – 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 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.

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: Chuck's Stokes Electric of Central Fla Inc.
PO Box 930, Ocala, FL 34478
CONTACT PERSON: Charles B. Stokes Jr. | Phone: 352-351-4605

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 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: greg@stokesfl.com and celia@stokesfl.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:

10/05/2021
GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

10/05/2021
JEFF GOLD DATE
CHAIRMAN

BCC APPROVED: October 5, 2021
21Q-219 | Electrical Trades Contract Services

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

10/8/2021
For: MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

SIGNATURE
Tiffany Rowther
PRINTED NAME

CHUCK'S STOKES ELECTRIC OF CENTRAL FLA INC.

10.6.21
BY: DATE
Chuck Stokes
PRINTED:
Pres
ITS: (TITLE)

WITNESS:

SIGNATURE
GREG Rowe
PRINTED NAME

EXHIBIT A - SCOPE OF WORK

DESCRIPTION
Perform electrical replacement and repairs on an as needed basis to Marion County owned and leased buildings.

QUALIFICATIONS
1. Contractor must provide proof of current State of Florida Contractor License (Electrical). Said license shall be in the vendor's name and as it appears on the official bid form. Upon notification, vendor shall provide copies of all applicable licenses.

2. Contractor must have proof of a minimum of five (5) years in business under the same name.

3. Contractor shall provide a list of employees available to perform the services. The list must contain employee's name, copy of certification, work history, length of time in current position, and length of time with current employer. Must provide Marion County Facilities Management a primary contact.

4. Contractor shall provide a list of references for work performed from at least five (5) customers within the last five (5) years, which comparable in size and complexity to the scope of work in this project. These references should be from customers for which the proposed contractor has performed electrical trade work for – i.e. commercial and industrial type work. The customer should also have been contracted with the proposed contractor for a minimum of one year. Each reference shall include brief description of work provided, length of time under contract, contact person, telephone number, and email address. Must provide three (3) reference letters for the primary contact.

SPECIFICATIONS
Work proposals will be approved once an email is sent to the contractor from a Facilities Management representative accepting the work and cost in the proposal before any work can commence. The proposal shall include a "not to exceed" price for labor and material cost plus 10%. The final bill should only include actual hours worked and receipts for equipment/materials purchased/rented with the 10% markup.

If the scope of work changes during the accepted proposed work, a new proposal shall be submitted by the firm and once again approved by the Facilities Management representative.

The successful firms shall bill hourly rates which are dependent on the time the work commences. Should services be requested during the normal schedule business work day, the regular rate shall be used. However, should the work continue beyond the regularly scheduled work day, only the hours worked after 5:30 p.m. shall be billed at the overtime rate (1.5-hour standard rate). For example, should a work request be issued for services to begin at 2:00 pm and the work continues until 7:00 pm, the invoice shall reflect a standard rate for the service from 2:00 pm until 5:30 pm and an overtime rate for the services from 5:30 p.m. to 7:00 p.m. Should a work request be issued after regularly scheduled work hours, the overtime rate will prevail until 7:00 a.m. of the next normal work day and will then revert to straight time rates. Time cards shall be submitted with all bills and must match hours and rate being billed along with the employee's name.

All work under this Bid shall be performed by the contractor's regular employees. Sub-contracting of work is not allowed without consent from Marion County Facilities Division. All employees performing any services under this bid will be required to pass a level 1 background check performed by the Marion County Sheriff's Office and sent to Facilities Management prior to award.

Hourly rates shall include administration, vehicle and any associated costs for each employee.

Any equipment or material required to perform work requested by the County shall be billed at cost plus 10% markup. Receipts shall be submitted with final bill to match any equipment or material being billed.

Company owned equipment shall be reimbursed at the latest nationally recognized FEMA equipment rates; unless the County is requesting a lump sum bid for a particular project. See Attachment (FEMA Schedule of Equipment Rates 2019). Company service vehicles shall not be reimbursed, as those costs shall be included in the hourly rates. If a specific type of equipment is not on the current attached FEMA equipment rates, the reimbursement price will be negotiated and approved by the Facilities Management project team.

Facilities Management reserves the right to request lump sum when it is in the best interest of the County. The successful contractor will be expected to be available to provide services immediately upon issuance of a Notice to Proceed or email.

- By seeking proposals from Contractors, the County does not represent that it will utilize the successful Contractor's services any guaranteed number of times over the course of the year.
- The County reserves the right to utilize the services contained within this Bid via other means.

The Contractor must comply with all local and State and Federal laws, rules and regulations for their trade and possess the applicable valid State of Florida License. The County will require that the Contractor be on call on a 24-hour basis for any emergency that may occur. The firm must be able to respond to the County site within four (4) hours after request for regular service and within two (2) hours of an emergency request for service. It shall be the responsibility of the Contractor to supply all necessary tools and equipment to perform the work as requested to the extent supplies, materials, and parts are required to perform the work. The Contractor shall be responsible for obtaining such supplies, materials and parts if not provided by the County. Such supplies, materials and parts shall be of new quality and the cost of such shall be billed as reflected in the proposal from the Contractor.

- Marion County Facilities Management reserves the right to direct purchase equipment.

WARRANTY

Unless otherwise specified, the Contractor agrees that the services furnished under this bid 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 bid. A minimum of 1-year parts and labor warranty is acceptable on all services rendered to the county.

SPECIAL CONDITIONS

Work will be distributed at the discretion of the project management team, based on performance and partnership with the county for each trade. Vendors who fail to respond within the four (4) hours regular service or two (2) hours emergency service will be subject to a vendor complaint.

Vendors must possess a Marion County Local Business Tax Receipt (f/k/a Business License) in order to do business with the County. A copy of such license must be provided to the Procurement Division before award is made to the successful vendor.

7. Any additions, deletions, or modifications similar in cost or material after contract award will need to be signed off by both Facilities Management and the successful contractor. Price for any additions, deletions, or modifications to the contractor will be negotiated and agreed upon by both parties. All agreed upon additions, deletions, or modifications will also require the Procurement Director's (or designee) approval. If the addition, deletion or modification is accepted, an amendment to the contract will be issued to the contractor.

SAFETY REQUIREMENTS/REGULATIONS

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.

A County representative may periodically monitor work site safety. Should there be safety and/or health violations, classified as Serious, Willful or Criminal/Willful Violations, the County's representative may have the authority, but not the duty, to require the Contractor to correct the violation in an expeditious manner. Inspections shall be based on requirements contained in law. The definitions of serious, willful and criminal/willful violations are as follows:

Serious Violation: A serious violation shall be deemed to exist in a place of employment if there is a substantial probability that death or serious physical harm could result from a condition which exists, or from one or more practices, means, methods, operations, or processes which have been adopted or are in use, in such place of employment unless the employer did not, and could not, with the exercise of reasonable diligence, know of the presence of the violation.

Willful Violation: May exist where evidence shows that the employer committed an intentional and knowing violation of the Act.

Criminal/Willful Violation: A repeat violation of a previously cited willful violation.

Violation of Serious, Willful or Criminal violation may have the following consequences:
First violation: Correction may be a verbal warning and the correction shall be done the same day. Written documentation may be maintained by the County.

Second violation: May result in work stoppage until the violation is corrected. The work stoppage shall not entitle the Contractor to additional contract time or compensation. Liquidated damages provision will remain in full force and effect.

Third violation: This may constitute a breach of contract for safety violations and may result in termination of the contract at the sole discretion of the County.

Note: The County Safety Officer may stop any job to ensure the safety of all concerned.

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 work site.

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.

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.

EXHIBIT B
FEE SCHEDULE

Group	Description	Unit	Regular Working Hours	Overtime/Emergency Hours
1	Master Electrician	Hrs.	$65.00	$75.00
2	Journeyman	Hrs.	$55.00	$65.00
3	Apprentice	Hrs.	$35.00	$45.00

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21125 **Agenda Date:** 11/4/2025 **Agenda No.:** 7.5.9.

SUBJECT:
Request Approval of Contract Amendment (Renewal): 22B-187 Landscape and Irrigation Maintenance - ABM Industry Groups, LLC, The Villages, FL (Budget Impact - Neutral; expenditure of $119,892)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On December 6, 2022, the Board approved a contract with ABM Industry Groups, LLC, to provide landscape and irrigation maintenance services, ensuring a standard level of appearance and operation at various Marion County Parks. The Firm has complied with the original agreement's terms and conditions, and Parks and Recreation has provided a positive evaluation. Parks and Recreation Director, Jim Couillard, recommends using a one (1) year renewal option.

Attached for review is a draft amendment. Upon approval at today's meeting, the contract will be sent to ABM Industry Groups, LLC, and once returned, will be forwarded to Legal, the Clerk, and Chairman for signatures.

BUDGET/IMPACT:
Neutral; annual estimated expenditure of $119,892. Funding is from CR362572-534101 (Parks and Rec Fees Fund).

RECOMMENDED ACTION:
Motion to approve and allow staff to issue, and upon approval from Legal, authorize the Chairman and Clerk to execute the contract renewal under 22B-187.

Marion County
Board of County Commissioners

MODIFICATION OF AGREEMENT
WITH MARION COUNTY ("COUNTY")

AGREEMENT NUMBER/TITLE: 22B-187 Landscape and Irrigation Maintenance

MODIFICATION NUMBER: 1 MODIFICATION EFFECTIVE DATE: November 1, 2025

DESCRIPTION OF MODIFICATION:

1. This Modification to the Agreement renews the contract for one (1) year, effective November 1, 2025 and ending October 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: TIKA BLACK
E-MAIL: tika.black@marionfl.org
PHONE: 352-671-8447

CONTRACTOR NAME: ABM Industry Groups, LLC
ADDRESS: 912 Avenida Central, The Villages, FL 32156
ATTN: Glenn Hall | glenn.hall@abm.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 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:
ABM Industry Groups, LLC

_____

BY: DATE

_____

PRINTED NAME

_____

ITS:

DocuSign Envelope ID: 74CCC753-E2A4-4F27-852B-D685F9C37743

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 **ABM Industry Groups, LLC**, located at 912 Avenida Central, The Villages, FL 32156, with a principal address of 14141 Southwest Freeway Suite 477, Sugar Land, Tx 77478, possessing FEIN# 95-2495556 (hereinafter referred to as "CONTRACTOR") under seal for the Landscape and Irrigation Maintenance, (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 December 6, 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 #22B-187 - Landscape and Irrigation Maintenance, 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 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 be effective on January 1, 2023 and continue through January 1, 2025 (the "Term"). Five annual renewal options are available with mutual agreement. All work shall proceed in a timely manner without delays. TIME IS OF THE ESSENCE. All limitations of time set forth in the Contract Documents are of the essence of this Contractor. The Work may be presumed abandoned after ninety (90) calendar days if CONTRACTOR 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) calendar days.

Section 5 – Scope of Services. CONTRACTOR shall complete the scope of services for the Landscape and Irrigation Maintenance, per the Contract Documents, Exhibit A – Scope of Work, and within the Term.

Section 6 - Compensation. COUNTY shall make payment of One Hundred Twenty-Four Thousand, Seven Hundred and Forty-Four Dollars, ($124,744), (the "Agreement Price"), to CONTRACTOR under COUNTY's established procedure and according to the schedule set forth in Exhibit B- Schedule of Values 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. This section shall survive the termination of the Agreement.

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. This section shall survive the termination of the Agreement.

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. This section shall survive the termination of the Agreement.

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. 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 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.

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) CONTRACTOR~~'~~'s parent company, ABM ENTERPRISE SERVICES, is duly registered and uses the E-Verify system to verify work authorization status of all of CONTRACTOR'S newly hired employees.
a) 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.
b) 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.
c) CONTRACTOR shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
d) 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.
e) 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.
f) 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.
g) CONTRACTOR 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) 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.
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 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. 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: ABM Industry Groups, LLC
912 Avenida Central, The Villages, FL 32156
CONTACT PERSON: Glenn Hall |

COUNTY: Marion County Parks and Recreation
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: glenn.hall@abm.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:

12/6/2022
GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

12/6/2022
CRAIG CURRY DATE
CHAIRMAN

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

12/21/2022
FOR: MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

BCC APPROVED: December 6, 2022
22B-187 | Landscape and Irrigation Maintenance

WITNESS:

DocuSigned by:
Glenn Hall
SIGNATURE 2B82622A82BA438...
Glenn Hall
PRINTED NAME

WITNESS:

DocuSigned by:
Vivica Ussery
SIGNATURE CD85F6CF3D25474...
Vivica Ussery
PRINTED NAME

ABM INDUSTRY GROUPS, LLC

DocuSigned by:
Clay Blevins 12/13/2022
BY: 30D6F60417014C4... Clay Blevins DATE

PRINTED: District Manager - FL/Carolinas
ITS: (TITLE)

EXHIBIT A - SCOPE OF WORK

Marion County Parks and Recreation Landscape and Irrigation Maintenance

Scope of Work

The Contractor shall:

1. Have a strong understanding and adherence to all details and specifications as specified in the "Marion County Parks & Recreation Landscape and Irrigation Maintenance Specifications".
2. Maintenance sites may be added or removed at the County's discretion as required. The Contractor shall be notified in writing 30 days prior of these changes.
3. Provide knowledgeable and capable on-site supervision with each site visit, maintenance visit, etc. in order to provide quality control and clear lines of communication between the Department, the Contractor and the Contractor's workforce.
4. Present themselves as professionals within the industry and as an extension of the County. As Contractors for Marion County Board of County Commissioners, the Contractor shall be courteous towards and respectful of the general public. Any comments or complaints received by either the County or the Contractor shall be shared by all parties included within this contract.
5. Follow all Best Management Practices (BMP) for the Marion County region of Florida to include, but not limited to, water conservation, tree preservation, lawn and landscaping maintenance procedures, etc.
6. All equipment used at any maintenance site shall be kept in a clean and safe operating condition.
7. Take necessary measures to avoid importing unwanted weed seed, diseases

Locations

The following list shall serve as the Department's priority for monthly landscape and irrigation services:

1. Ocala/Marion County Veterans Memorial Park (2601 E Fort King St, Ocala, FL 34470)
    a. Turf and landscaped areas around buildings, pavilions, parking lots, and monuments.
2. Parks & Recreation Main Office (111 SE 25th Ave, Ocala, FL 34471)
    a. Turf and landscaped areas around building and parking lot.
3. Brick City Adventure Park (BCAP) Park Entry (1211 SE 22nd Rd, Ocala, FL 34471)
    a. Landscaped areas at the park entry only.
4. Forest Community Center (777 S Hwy 314 A, Ocklawaha, FL 32179)

   a. Turf and landscaped areas around building and parking lot.
5. Memorials on McPherson Complex (503 SE 25th Avenue, Ocala, FL 34471)
   a. Fallen Officer Memorial (Front of Tax Collector office)
      i. Landscaped areas around monument.
   b. Flag Memorial (Next to Marion County Museum of History)
      i. Landscaped areas around monument.

Initial Services

It is the Department's desire to have an initial landscape service at select locations in an addition to the monthly maintenance service. The following list shall serve as the Department's initial service locations:

1. Ocala/Marion County Veterans Memorial Park (2601 E Fort King St, Ocala, FL 34470)
2. Parks & Recreation Main Office (111 SE 25th Ave, Ocala, FL 34471)

The following services shall be included but not limited to:

1. General tree maintenance; trimming and removal
2. General shrub maintenance; hedge and shrub pruning
3. General lawn maintenance; mowing, edging, and blowing
4. Disposal of landscape debris
5. Mulch and fertilizer application
6. Removal of dead plant material
7. Replacement of like-kind plant material which has been removed.

Contractor Responsibility

The Contractor shall:

1. Schedule a site visit with the Parks & Recreation Department to identify any conditions that may affect cost, progress, or work performance once project has begun.
2. Coordinate with the Parks & Recreation Department prior to any work being performed at the specified locations.
3. Provide all materials, labor and equipment for the proper care and maintenance of the landscaping and irrigation as outlined in the following specifications.
4. Have all applicable licenses and be able to comply with all applicable local, state, and federal laws and regulations that apply to the proposed construction.
5. Be responsible for any damage to equipment, facilities, and utilities that occurs due to their negligence.

Work Hours

The Contractor shall:

1. All work to be performed during normal business hours, 8:00am to 5:00pm, Monday thru Friday. No work shall be performed on weekends, days of special events or official County holidays unless pre-approved by the Department.

SCHEDULE OF VALUES
EXHIBIT B

ITEM	DESCRIPTION	UNIT	QTY	VETERANS MEMORIAL PARK
1.	SECTION 1 - General Requirements	LS	1	
	TOTAL SECTION 1 - SITE ITEMS			$ 195.00
2.	SECTION 2 - Site Maintenance	LS	1	
	TOTAL SECTION 2 - LANDSCAPE			$ 390.00
3.	SECTION 3 - Turf Maintenance	LS	1	
	TOTAL SECTION 3 - IRRIGATION			$ 585.00
4.	SECTION 4 - Shrub and Groundcover Maintenance	LS	1	
	TOTAL SECTION 4 - SHRUB AND GROUNDCOVER MAINTENANCE			$ 1,560.00
5.	SECTION 5 - Tree and Palm Maintenance	LS	1	
	TOTAL SECTION 5 - TREE AND PALM MAINTENANCE			$ 780.00
6.	SECTION 6 - Irrgation Maintenance	LS	1	
	TOTAL SECTION 6 - IRRGATION MAINTENANCE			$ 390.00
	JOB TOTAL (SECTIONS 1 - 6)			$ 3,900.00

ITEM	DESCRIPTION	UNIT	QTY	PARKS & RECREATION MAIN
1.	SECTION 1 - General Requirements	LS	1	
	TOTAL SECTION 1 - SITE ITEMS			$ 49.00
2.	SECTION 2 - Site Maintenance	LS	1	
	TOTAL SECTION 2 - LANDSCAPE			$ 95.00
3.	SECTION 3 - Turf Maintenance	LS	1	
	TOTAL SECTION 3 - IRRIGATION			$ -
4.	SECTION 4 - Shrub and Groundcover Maintenance	LS	1	
	TOTAL SECTION 4 - SHRUB AND GROUNDCOVER MAINTENANCE			$ 570.00
5.	SECTION 5 - Tree and Palm Maintenance	LS	1	
	TOTAL SECTION 5 - TREE AND PALM MAINTENANCE			$ 143.00
6.	SECTION 6 - Irrgation Maintenance	LS	1	
	TOTAL SECTION 6 - IRRGATION MAINTENANCE			$ 95.00
	JOB TOTAL (SECTIONS 1 - 6) MONTHLY COST			$ 952.00

	TOTAL INITIAL COST - BOTH LOCATIONS			$ 4,852.00

ITEM	DESCRIPTION	UNIT	QTY	VETERANS MEMORIAL PARK
1.	SECTION 1 - General Requirements	LS	1	
	TOTAL SECTION 1 - SITE ITEMS			$ 375.00
2.	SECTION 2 - Site Maintenance	LS	1	
	TOTAL SECTION 2 - LANDSCAPE			$ 749.00
3.	SECTION 3 - Turf Maintenance	LS	1	
	TOTAL SECTION 3 - IRRIGATION			$ 1,874.00
4.	SECTION 4 - Shrub and Groundcover Maintenance	LS	1	
	TOTAL SECTION 4 - SHRUB AND GROUNDCOVER MAINTENANCE			$ 2,250.00
5.	SECTION 5 - Tree and Palm Maintenance	LS	1	
	TOTAL SECTION 5 - TREE AND PALM MAINTENANCE			$ 1,498.00
6.	SECTION 6 - Irrgation Maintenance	LS	1	
	TOTAL SECTION 6 - IRRGATION MAINTENANCE			$ 749.00
	JOB TOTAL (SECTIONS 1 - 6) MONTHLY COST			$ 7,495.00

ITEM	DESCRIPTION	UNIT	QTY	PARKS & RECREATION MAIN
1.	SECTION 1 - General Requirements	LS	1	
	TOTAL SECTION 1 - SITE ITEMS			$ 25.00
2.	SECTION 2 - Site Maintenance	LS	1	
	TOTAL SECTION 2 - LANDSCAPE			$ 49.00
3.	SECTION 3 - Turf Maintenance	LS	1	
	TOTAL SECTION 3 - IRRIGATION			$ -
4.	SECTION 4 - Shrub and Groundcover Maintenance	LS	1	
	TOTAL SECTION 4 - SHRUB AND GROUNDCOVER MAINTENANCE			$ 295.00
5.	SECTION 5 - Tree and Palm Maintenance	LS	1	
	TOTAL SECTION 5 - TREE AND PALM MAINTENANCE			$ 81.00
6.	SECTION 6 - Irrgation Maintenance	LS	1	
	TOTAL SECTION 6 - IRRGATION MAINTENANCE			$ 49.00
	JOB TOTAL (SECTIONS 1 - 6) MONTHLY COST			$ 499.00

ITEM	DESCRIPTION	UNIT	QTY	BRICK CITY ADVENTURE PARK
1.	SECTION 1 - General Requirements	LS	1	
	TOTAL SECTION 1 - SITE ITEMS			$ 15.00
2.	SECTION 2 - Site Maintenance	LS	1	
	TOTAL SECTION 2 - LANDSCAPE			$ 30.00
3.	SECTION 3 - Turf Maintenance	LS	1	
	TOTAL SECTION 3 - IRRIGATION			$ 30.00
4.	SECTION 4 - Shrub and Groundcover Maintenance	LS	1	
	TOTAL SECTION 4 - SHRUB AND GROUNDCOVER MAINTENANCE			$ 195.00
5.	SECTION 5 - Tree and Palm Maintenance	LS	1	
	TOTAL SECTION 5 - TREE AND PALM MAINTENANCE			$ -
6.	SECTION 6 - Irrgation Maintenance	LS	1	
	TOTAL SECTION 6 - IRRGATION MAINTENANCE			$ 30.00
	JOB TOTAL (SECTIONS 1 - 6) MONTHLY COST			$ 300.00

ITEM	DESCRIPTION	UNIT	QTY	FOREST COMMUNITY CENTER
1.	SECTION 1 - General Requirements	LS	1	
	TOTAL SECTION 1 - SITE ITEMS			$ 60.00
2.	SECTION 2 - Site Maintenance	LS	1	
	TOTAL SECTION 2 - LANDSCAPE			$ 120.00
3.	SECTION 3 - Turf Maintenance	LS	1	
	TOTAL SECTION 3 - IRRIGATION			$ 475.00
4.	SECTION 4 - Shrub and Groundcover Maintenance	LS	1	
	TOTAL SECTION 4 - SHRUB AND GROUNDCOVER MAINTENANCE			$ 303.00
5.	SECTION 5 - Tree and Palm Maintenance	LS	1	
	TOTAL SECTION 5 - TREE AND PALM MAINTENANCE			$ 120.00
6.	SECTION 6 - Irrgation Maintenance	LS	1	
	TOTAL SECTION 6 - IRRGATION MAINTENANCE			$ 120.00
	JOB TOTAL (SECTIONS 1 - 6) MONTHLY COST			$ 1,198.00

ITEM	DESCRIPTION	UNIT	QTY	FLAG AND FALLEN OFFICER
1.	SECTION 1 - General Requirements	LS	1	
	TOTAL SECTION 1 - SITE ITEMS			$ 25.00
2.	SECTION 2 - Site Maintenance	LS	1	
	TOTAL SECTION 2 - LANDSCAPE			$ 100.00
3.	SECTION 3 - Turf Maintenance	LS	1	
	TOTAL SECTION 3 - IRRIGATION			$ -
4.	SECTION 4 - Shrub and Groundcover Maintenance	LS	1	
	TOTAL SECTION 4 - SHRUB AND GROUNDCOVER MAINTENANCE			$ 325.00
5.	SECTION 5 - Tree and Palm Maintenance	LS	1	
	TOTAL SECTION 5 - TREE AND PALM MAINTENANCE			$ 9.00
6.	SECTION 6 - Irrgation Maintenance	LS	1	
	TOTAL SECTION 6 - IRRGATION MAINTENANCE			$ 40.00
	JOB TOTAL (SECTIONS 1 - 6) MONTHLY COST			$ 499.00

	TOTAL MONTHLY COSTS - ALL LOCATIONS			$ 9,991.00
	TOTAL ANNUAL COSTS			$ 119,892.00

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21095 **Agenda Date:** 11/4/2025 **Agenda No.:** 7.5.10.

SUBJECT:
Request Approval of Purchase Order to Galls, LLC for Uniforms through Sourcewell Contract 011124-GAL (Budget Impact - Neutral; estimated expenditure of $205,000)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
Marion County Fire Rescue has historically purchased uniforms for public safety through Galls, LLC (Galls) under a prior competitively awarded contract. Galls is now an awarded vendor under Sourcewell Contract 011124-GAL, which was competitively solicited in accordance with Florida Statutes and offers favorable, discounted pricing on a wide range of uniforms and public safety apparel.

Transitioning purchases to the Sourcewell contract provides continued access to Galls' catalog while taking advantage of updated pricing and streamlined cooperative procurement. The estimated annual expenditure of $205,000 reflects routine department uniform replacement, new employee outfitting, and specialty gear as needed for operational readiness.

Annual expenditure shall not exceed approved FY budgeted amounts without being brought back to the Board for approval.

BUDGET/IMPACT:
Neutral; estimated annual expenditure of $205,000.
EF300522-552107 - $143,500
AA305526-552107 - $61,500

RECOMMENDED ACTION:
Motion to allow staff to issue a purchase order to Galls, LLC under Sourcewell Contract 011124-GAL.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21132 **Agenda Date:** 11/4/2025 **Agenda No.:** 7.5.11.

SUBJECT:
Request Approval of Task Order: 22Q-228-TO-15 Geotechnical Services for SW 80th Avenue - Segment 1 - ECS Florida, LLC, Chantilly, VA (Budget Impact - Neutral; expenditure of $200,000)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On October 17, 2023, the Board approved contracts with five (5) geotechnical firms to provide various services for the County. These services include, but are not limited to, material testing, laboratory testing, monitoring, analyzing, reporting data, and more. The Office of the County Engineer has assigned geotechnical engineering services for SW 80th Avenue - Segment 1 (SW 95th Street to north of SW 38th Street) to the Gainesville office of ECS Florida, LLC (ECS). This work will include all necessary materials, equipment, personnel, and supervision to perform asphalt and stormwater structure testing to verify compliance with project specifications and applicable Florida Department of Transportation (FDOT), American Society for Testing and Materials (ASTM), and American Association of State Highway and Transportation Officials (AASHTO), and other applicable standards. ECS will submit a report presenting findings, evaluations, and recommendations to the Office of the County Engineer.

Attached for review is a draft of the contract. Pending approval at today's meeting, it will be sent to ECS for signature and upon return, it will be forwarded for the County Attorney's, Clerk's, and Chairman's signatures.

BUDGET/IMPACT:
Neutral; estimated expenditure of $200,000. Funding is from VJ738541-563220 (Infrast Surtax Cap Proj Fund)

RECOMMENDED ACTION:
Motion to approve the recommendation and allow staff to issue contract, and upon approval by Legal, authorize the Chairman to execute contract with ECS under 22Q-228.

TASK ORDER TO THE AGREEMENT

In accordance with the Geotechnical Engineering Services Agreement, approved by the Board of County Commissioners on October 17, 2023 (the "Agreement") for work within the scope of 22Q-228-TO-15 C20 SW 80th Avenue Segment 1, this Task Order to the Agreement (this "Amendment") is made and entered into between ECS Florida, LLC whose address 14030 Thunderbolt Place, Suite 500, Chantilly, VA 20151, and possessing FEIN# 20-1067793 ("FIRM") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471 ("COUNTY").

WITNESSETH

WHEREAS the parties wish to amend the Agreement as set forth below; and;

IN CONSIDERATION of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

1. This Amendment shall be deemed to amend and become a part of the Agreement in accordance with the original Solicitation and Agreement for Geotechnical Engineering Services under 22Q-228.
2. FIRM's services and performance will be in accordance with Exhibit A - Scope of Work, hereto.

The total cost for the Project will not exceed Two Hundred Thousand ($200,000). All Work shall proceed in a timely manner without delays. **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence of this Contractor. The Work may be presumed abandoned after ninety (90) days if CONTRACTOR 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.

3. All provisions of the Agreement not specifically amended herein shall remain in full force and effect.

DRAFT

[THIS AREA INTENTIONALLY BLANK SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the parties have entered into this Amendment, 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

KATHY BRYANT DATE
CHAIRMAN

BCC APPROVED: November 4, 2025
22Q-228-TO-15 C20 SW 80th Avenue Segment 1

ECS Florida, LLC

BY: DATE

PRINTED:

ITS: (TITLE)

DRAFT

Exhibit A - Scope of Work

22Q-228-TO-15

The FIRM shall provide all necessary materials, equipment, personnel and supervision to perform asphalt and stormwater structure testing in accordance with applicable FDOT and Marion County Standards. Work includes, but is not limited to, field sampling and laboratory testing of asphalt materials to verify compaction, density, thickness and material compliance, as well as testing of stormwater structures such as inlets, manholes, pipes and drainage systems to confirm proper installation and watertightness. All test results, certifications and reports shall be submitted to the County Engineer for review and acceptance.

This project is identified in the Marion County Transportation Improvement Program (TIP) as C20 SW 80th Avenue – Segment 1 (TIP073815 and STC073815)

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AGREEMENT BETWEEN COUNTY AND PROFESSIONAL SERVICES FIRM

This Agreement Between County and Professional Services 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 **ECS Florida, LLC**, located at 14030 Thunderbolt Place, Suite 500, Chantilly, VA 20151, possessing FEIN# 20-1067793 (hereinafter referred to as "FIRM") under seal for the Geotechnical Engineering 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. The contract between COUNTY and FIRM, of which this Agreement is part, consists of the Contract Documents. This Agreement approved by the Board of County Commissioners 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 #22Q-228 - Geotechnical Engineering Services, the Offer, Scope and/or Specifications, Plans and/or Drawings, any/all Addenda as issued in support of this Solicitation and any/all Exhibits defined herein, Certificates of Insurance and Notice to Proceed or Purchase Order.

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 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. 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 FIRM.

Section 4 - Term. This Agreement shall commence upon COUNTY's Board of County Commissioner's approval and shall continue for a one (1) year term through September 1, 2024. Pending mutual agreement; and with Board approval, one (1) additional renewal term of one (1) year, pending mutual agreement. All Work, defined herein, will proceed in a timely manner without delays.

Section 5 – Scope of Services. FIRM shall complete the scope of services for the Geotechnical Engineering Services as per specifications and requirements for RFQ 22Q-228, the FIRM shall be assigned Purchase Orders by the COUNTY for conducting the installation, analysis, and monitoring of various tests; gradation, extraction, standard penetration both in the field and laboratory, and reporting the results of any and all testing to the County, but not limited to those outlined in the RFQ. Project Purchase Orders exceeding $50,000 shall be additionally subject to final review and approval by the Board of County Commissioners (BCC); all proposals must be submitted in writing and contain a **scope of services with a breakdown of hours and rates.**

Section 6 – Compensation. COUNTY shall make payment to FIRM under COUNTY's established procedure, upon completion of the work described under each assigned project, unless otherwise specified in the project's terms and conditions, and per Exhibit A - Fee Schedule, hereto, (the "Agreement Price"). There shall be no provisions for pricing adjustments during the Term, however, rate increases shall be considered upon each two-(2) year renewal term with Board approval. Additional rates, when required and requested by COUNTY, that are not listed, shall be subject to negotiation. FIRM's invoice shall describe with reasonable particularity each service

rendered, the classification(s) of person(s) rendering the service, and their billing rate. FIRM's invoice shall be accompanied by reasonable documentation or data in support the work completed and shall bear the signature of FIRM, which signature shall constitute FIRM's representation to COUNTY that the services indicated in the invoice have been properly and timely performed as required herein.

Section 7 – Assignment. FIRM 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, 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 9 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 10 – Books and Records. FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel and records of Reimbursable Expenses. 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 11 – 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 12 – Indemnification, pursuant to Section 725.08, F.S. FIRM shall indemnify COUNTY and its elected officials and employees against, and hold COUNTY and its elected officials and employees harmless from, all liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, which COUNTY or

its elected officials and employees may sustain, or which may be asserted against COUNTY or its elected officials and employees, 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 the Agreement, including but not limited to property damage, harm or personal injury, including death, to the extent allowed by Section 725.08, F.S., and to the extent that the services rendered pursuant to the Agreement were services of a "Design Professional" as defined in Section 725.08(4), F.S. 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. 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 $500,000 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.

PROFESSIONAL LIABILITY INSURANCE with limits of not less than $1,000,000 per occurrence and $2,000,000.00 annual aggregate. Higher limits may be required for projects valued in excess of $5,000,000. Projects $5,000,000 or more will need to be reviewed by COUNTY's Risk and Benefit Services Department to determine appropriate Professional Liability limits. The policy must be maintained by FIRM for the duration of the Project. If the policy is written on a claims-made basis, FIRM must maintain the policy for a minimum of 5 years following the completion of the Project.

Section 14 – 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 15 – 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 the work 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 16 – 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 17 – 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 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 solicitation/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.

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 Contract 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 Contract.

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 Contract 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 Contract with FIRM, FIRM may not be awarded a public contract 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 Contract 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 Contract and COUNTY may treat a failure to comply as a material breach of this Contract.

Section 20 – 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.

Section 21 – Truth in Negotiation. FIRM warrants that the wage rates and other factual unit costs supporting the compensation to FIRM under this Agreement are accurate, complete and current at the time of contracting. In addition, FIRM understands and agrees that the original Agreement Price and any additions thereto will be adjusted to exclude any significant sums by which COUNTY determines the Agreement Price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one year following the end of this Agreement.

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 – 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 25 - FIRM's Basic Duties. By executing this Agreement, FIRM represents to COUNTY that FIRM is professionally qualified to act in the professional capacity for the Project and is licensed to practice by all public entities having jurisdiction over FIRM and the Project. FIRM further represents to COUNTY that it will maintain all necessary licenses, permits or other authorizations necessary to act as the professional representative for the Project until its remaining duties hereunder have been satisfied. FIRM assumes full responsibility to COUNTY for the improper acts and omissions of its consultants or others employed or retained by FIRM in connection with the Project. Execution of this Agreement by FIRM constitutes a representation that it will become familiar with the Project site and the local conditions under which the Project is to be implemented.

Section 26 – Prohibition Against Contingent Fees. The Engineer warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, or individual firm, other than a bona fide employee working solely for the Engineer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

Section 27 - Bidding/Negotiation Services. FIRM shall assist COUNTY or Construction Manager in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. Services performed in this phase include reviewing agency submittals and review for permitting.

Section 28 - Construction Administration Services. As a representative of COUNTY, FIRM in conjunction with COUNTY's project management team shall visit the Project site at intervals appropriate to the stage of the FIRM's operations, or as otherwise agreed with COUNTY to become generally familiar with and to keep COUNTY informed about the progress and quality of the portion of the Work completed. FIRM shall determine in general if the Work is being performed in a manner that would indicate that the Work, when fully completed, will be in accordance with this Agreement.

Section 29 - COUNTY's Right to Withhold Payment. In the event that COUNTY in its sole judgment becomes credibly informed that any representations of FIRM are wholly or partially inaccurate, COUNTY may withhold payment of sums then or in the future equal to the amount of the inaccuracy, otherwise due to FIRM until the inaccuracy, and the cause thereof, is corrected to COUNTY's reasonable satisfaction.

Section 30 - Use and Ownership of Documents. The drawings, specifications and other documents or things prepared by FIRM for the Project shall become and be the sole property of COUNTY. FIRM shall be permitted to retain copies thereof for its records and for its future professional endeavors. Such drawings, specifications, and other documents or things are not intended by FIRM for use on other projects by COUNTY or others. COUNTY shall not reuse or make any modifications to the drawings, specifications, and other documents without prior written authorization of FIRM.

Section 31 – Firm Conduct: These Guidelines govern FIRM while doing work on COUNTY property, as well as FIRM's employees, agents, consultants, and others on COUNTY property in connection with the FIRM's work or at the 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 32 – 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.

Section 33 – 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 34 – 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. FIRM's and COUNTY's representatives and addresses for notice purposes are:

FIRM: ECS Florida, LLC
14030 Thunderbolt Place, Suite 500, Chantilly, VA 20151
CONTACT PERSON: Cliff Hendrickson | Phone: 352-221-9221

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

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: chendrickson@ecslimited.com and cdunlap@ecslimited.com. Designation signifies FIRM's election to accept notices solely by e-mail.

Section 35 – 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 36 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A – FEE SCHEDULE**

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:

10/17/2023

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

For: 11/29/23

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

10/17/2023

CRAIG CURRY DATE
CHAIRMAN

BCC APPROVED: October 17, 2023
22Q-228 | Geotechnical Engineering Services

****

WITNESS:

SIGNATURE
Carmen Gonzalez
PRINTED NAME

WITNESS:

SIGNATURE
David Moore
PRINTED NAME

ECS FLORIDA, LLC

10/20/2023

BY: DATE
James C Hendrickson
PRINTED:
Senior Vice President
ITS: (TITLE)

22Q-228 GEOTECHNICAL ENGINEERING SERVICES

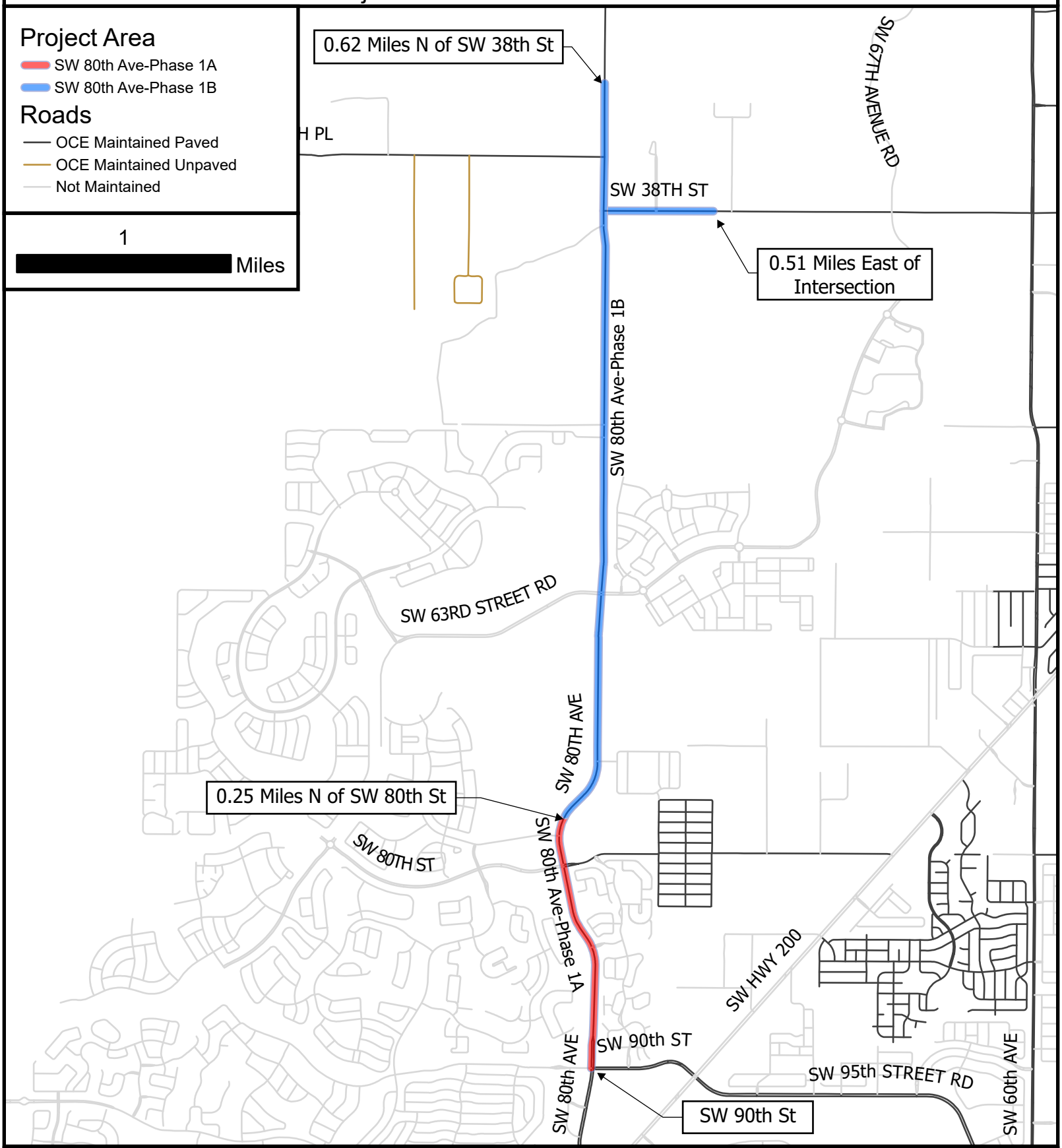
EXHIBIT A – FEE SCHEDULE

DESCRIPTION	RATE	UNIT
PROFESSIONAL, TECHNICAL, AND ADMINISTRATIVE PERSONNEL		
Principal Engineer	$170.00	HR
Senior Engineer	$145.00	HR
Soil Scientist	$105.00	HR
Staff Engineer	$105.00	HR
CADD Draftsman	$70.00	HR
Senior Technician	$55.00	HR
Secretary/Clerical	$60.00	HR
INSPECTORS/INSPECTIONS		
Asphalt Inspector, Level 1 and 2	$70.00	HR
Asphalt Plant Inspector, Level 1 and 2	$90.00	HR
Concrete Inspector, Level 1 and 2	$70.00	HR
Drilled Shaft Inspector	$75.00	HR
Earthwork Field Inspector, Level 1 and 2	$70.00	HR
Q.C. Manager	$100.00	HR
State Certified Building Inspector (minimum of 3 hours)	$105.00	HR
Threshold Inspection (minimum of 3 hours)	$115.00	HR
GEOTECHNICAL EXPLORATION		
Auger Borings (Hand)	$12.50	LF
Auger Borings (Power)		
0' – 50'	$12.00	FT
50' – 100'	$14.50	FT
100' - 150'	$18.75	FT
150' – 200'	$24.00	FT
Grout Bore Hole	$6.00	FT
Drilling Standby Time (must receive written approval from PM/inspector prior to standby	$165.00	HR
CONE PENETRATION		
0' – 50' Continuous Data Sampling	$12.25	FT
50' – 100' Continuous Data Sampling	$14.00	FT
100' – 150' Continuous Data Sampling	$16.75	FT
Drilling Standby Time (must receive written approval from PM/inspector prior to standby	$165.00	HR
STANDARD PENETRATION		
0' – 50'	$14.25	FT
50' – 100'	$16.00	FT
100' – 150'	$20.00	FT
150' – 200'	$22.50	FT
Drilling Standby Time (must receive written approval from PM/inspector prior to standby	$165.00	HR
UNDISTURBED SAMPLES (SHELBY TUBES)		
0' – 50'	$125.00	EA
50' – 100'	$150.00	EA
Extra Split Spoons	$33.00	EA
TEMPORARY CASING		
0' – 50'	$10.75	FT

50' – 100'	$12.25	FT
Groundwater Sample Analysis by EPA Methods 8260, EPA 8270, FL-PRO and 8 RCRA Metals	$475.00	EA
Soil Sample Analyzed for EPA Methods 8260/5035, ERA 8270, FL-PRO and 8 RCRA Metals	$365.00	EA
Encore Samplers, Low Level Soil Sample	$18.00	EA
Field Horizontal/Vertical Permeability	$365.00	EA
Fillable Porosity	N/A	N/A
MATERIALS TESTING		
Air Content (Volumetric Method)	$23.00	EA
Asphalt Core:		
Depth Check (4"/6")	$40.00	EA
Density (4"/6")	$45.00	EA
Backfill w/asphalt (4")	$12.00	EA
Backfill w/asphalt (6")	$13.00	EA
Concrete Cylinders (Set of 4)	$130.00	EA
Additional Cylinders	$25.00	EA
Additional Slump	$25.00	EA
Soil Densities (Nuclear) (Minimum of 4)	$30.00	EA
Soil Densities (Calibrated Dry Sleeve)	$30.00	EA
Wait Time (delay, or time between tests, exceeding 60 minutes)	$60.00	HR
Width/Depth Roadway (Set of 3)	$45.00	EA
Unit Weight and Relative Yield of Fresh Concrete	$42.00	EA
LABORATORY SERVICES		
#200 Sieve Wash	$45.00	EA
Asphalt Mix Design	N/A	N/A
Asphalt Extraction	$150.00	EA
Asphalt Gradation	$100.00	EA
Atterberg Limits	$95.00	EA
Carbonates	$80.00	EA
Corrosion Series	$220.00	EA
Gradation (Dry Sieve Analysis)	$65.00	EA
Limerock Bearing Ratio (LBR)	$275.00	EA
Marshall Stability	N/A	N/A
Moisture Content	$12.00	EA
Organic Content	$45.00	EA
Permeability Tests (Lab) (Falling Head)	$175.00	EA
pH Test	$45.00	EA
Proctor (Standard or Modified)	$105.00	EA
Soil Cement (Lab)	N/A	N/A
Soil Cement Mix Design	N/A	N/A
Soil Classification (FDOT)	$120.00	N/A
Soil Resistivity Testing	$120.00	EA
MISCELLANEOUS ITEMS AND EQUIPMENT		
Core Rig Mobilization	$225.00	Per Event
Drill Rig Mobilization	$550.00	Per Event
Ground Penetrating Radar (GPR)	$2,100.00	DAY
Geoprobe	$2,700.00	DAY
OVA Rental	$125.00	DAY

Equipment Decontamination	$115.00	HR
Boring Layout	$105.00	HR
Delineation of Deleterious Soils	$1,300.00	DAY
Maintenance of Traffic (MOT)	Subconsultant + 10% Markup	
Rolling Straight Edge	N/A	N/A
Site Clearing Supervision	$85.00	HR
Site Clearing (Minimum of 1 Day)	$2,000.00	DAY
Well Development	$150.00	HR

SW 80th Avenue Segment 1- Phases 1A & 1B
(From SW 90th St to 0.25 miles N of SW 80th St)
(From 0.25 miles N of SW 80th St to 0.62 miles N of SW 38th St)
Project # STC073815 & TIP # 073815



Pathway:
\\mcbcc1\dfs\GIS_TR\Clay.Gibson\PDFs

Technician: CG
Printed: 10/24/2025

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.: 2025-21079 **Agenda Date:** 11/4/2025 **Agenda No.:** 7.5.12.

SUBJECT:
Request Approval of Task Order: 23Q-096-TO-01 Engineering and Design Services - Baseline Landfill Expansion Phase 1 and 2 - Jones Edmunds & Associates, Inc. Gainesville, FL (Budget Impact - expenditure of $4,831,784)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On November 7, 2023, the Board of County Commissioners approved a contract with Jones Edmonds & Associates, Inc. (JEA) to provide professional consulting services related to the development of master plans, technical studies, and implementation of recommendations for Baseline Landfill.

This task order provides for engineering, design, permitting, and project management services for the Baseline Landfill Expansion (Phases 1 and 2) and East Property Development. Phase 1 of the Baseline Landfill Expansion involves reconfiguring the existing lined Cells III-A, III-B, and III-C and adding a vertical expansion over the unlined Urban Cell within the current landfill footprint. Phase 2 proposes a lateral expansion of approximately 16 acres within the existing property.

The work includes developing design plans to obtain the required FDEP permits, preparing construction-level documents with sufficient detail for competitive bidding, and providing bid-phase assistance. For the East Property, services include site plan design to support railroad crossing design and permitting, ERP application, and land development review to secure necessary regulatory approvals. Construction-phase services will be addressed under a separate scope.

Attached is a draft contract for review. Upon approval at today's meeting, it will be sent to JEA for signature and, once returned, forwarded to Legal and then to the Chairman and Clerk for final signatures.

BUDGET/IMPACT:
Neutral; expenditure of $4,831,784. Up to ten percent (10%) contingency may be added to the purchase order in accordance with the Procurement Manual. Funding is from ZA423534-563102; under project code SWC000049.

RECOMMENDED ACTION:
Motion to approve Task Order and allow staff to issue contract and upon approval by Legal, authorize the Chairman and Clerk to execute the Task Order with Jones Edmunds & Associates, Inc. under 23Q-096.

TASK ORDER TO THE AGREEMENT

In accordance with the Baseline Landfill Site Master Planning and Landfill Capacity Design Agreement entered into on November 7, 2023, and all of its amendments (if any), collectively (the "Agreement") this Task Order to the Agreement (this "Amendment") is made and entered into by and between **Jones Edmunds & Associates, Inc.**, whose address is 730 NE Waldo Rd., Gainesville, FL 32641; possessing FEIN **59-1533071**, (hereinafter referred to as "FIRM") 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 this Amendment shall remain in full force and effect until completion of all services required of FIRM, and the parties wish to amend the Agreement.

IN CONSIDERATION of the mutual covenants and conditions contained herein, COUNTY and FIRM (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

1. This Task Order shall be deemed to amend and become part of the Agreement in accordance with the original solicitation and Agreement for Baseline Landfill Site Master Planning and Landfill Capacity Design Project, (the "Project") under 23Q-096. All provisions of the Agreement not specifically amended herein shall remain in full force and effect.

2. This Task Order adds Exhibit A – Scope of Services, Baseline Landfill Expansion and East Property Development Design and Permitting, to the Agreement, effective upon Board approval. From project initiation, FIRM estimates a period of approximately three (3) years to complete development of the Baseline Landfill Expansion and East Property Development and to prepare the construction bid documents. FIRM shall promptly notify the County of any unforeseen delays or conditions that may materially impact the project schedule. A detailed project schedule shall be developed and maintained by FIRM. The schedule shall be updated on a monthly basis and provided to the County for review to facilitate ongoing monitoring of project progress.

3. The total cost for the Project under this Task Order will not exceed Four Million Eight Hundred Thirty-One Thousand Seven Hundred Eighty-Four Dollars ($4,831,784), (the "Agreement Price"), and COUNTY shall make payment under COUNTY's established procedure and according to Exhibit B – Fee Estimate, hereto.

[This portion of page intentionally left blank, signature page to follow]

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IN WITNESS WHEREOF the Parties have entered into this Task Order to the 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

KATHY BRYANT DATE
CHAIRMAN

BCC APPROVED: November 4, 2025
23Q-096-TO-01 Baseline Landfill Expansion and East Property Development Design and Permitting

JONES EDMUNDS & ASSOCIATES, INC.

BY: DATE

PRINTED:

ITS: (TITLE)

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EXHIBIT A

SCOPE OF SERVICES

BASELINE LANDFILL EXPANSION AND EAST PROPERTY DEVELOPMENT DESIGN AND PERMITTING

INTRODUCTION

The Marion County Solid Waste Department (SWD) is preparing to develop additional disposal capacity at the Baseline Landfill. The proposed development will generally follow the recommendations outlined in the *Baseline Conceptual Design Options – Summary Report* prepared by Jones Edmunds in August 2024 and includes two major components:

- Baseline Landfill Expansion.
- East Property Development.

This Scope of Services includes engineering services for evaluating design options and obtaining permits for the Baseline Landfill Expansion and performing preliminary development design and permitting activities for the East Property Development.

The Baseline Landfill Expansion is proposed to be completed in two phases:

- Phase 1 of the Baseline landfill expansion involves reconfiguring the existing lined Cells III-A, III-B, and III-C and a vertical expansion over the unlined Urban Cell within the current landfill footprint.
- Phase 2 proposes a lateral expansion of approximately 16 acres within the existing property.

Together, these two phases are expected to provide up to 4 million cubic yards of additional disposal capacity and approximately 12 years of landfill life.

As a part of the Baseline Landfill Expansion, the existing infrastructure will need to be demolished and relocated to SWD's newly acquired property east of the landfill referred to as the East Property. This property is across the railroad tracks from the east border of the Baseline Landfill and was formerly used as a sand mine before the County acquired the property. The East Property is envisioned as a campus to provide long-term facilities to support SWD's operations and administration.

The East Property Development will be designed and permitted concurrently with the Baseline Landfill Expansion. This project represents the initial phase of that development and is intended to provide design and engineering at a level sufficient to obtain required permits for the overall site development. The development of the individual buildings and

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facilities on the East Property will be done in the future under separate Scopes of Services or by others.

The key components of the initial East Property Development effort are:

- Design a new entrance road alignment and scale house location.
- Design and permit crossings over the existing railroad tracks at two locations:
  - An at-grade roadway crossing.
  - Two buried utility crossings.
- Design the stormwater management facilities and obtain an Environmental Resource Permitting (ERP).
- Obtain Marion County Planning and Zoning approval of the facility design and land development.
- Develop a bid package.

Jones Edmunds is currently performing two task orders that are two of the critical path items for developing the site:

- Perform a preliminary stormwater analysis to determine the size of stormwater management retention.
- Develop a preliminary site plan to locate the proposed scale house and railroad crossings.

This Scope of Services includes background information, describes the proposed work, outlines the project schedule, and lists key assumptions and exclusions used in preparing this Scope of Services.

BACKGROUND

SWD manages municipal solid waste disposal through a transfer station at Baseline Landfill and transports waste to the Heart of Florida (HOF) Landfill in Sumter County. The County pre-purchased disposal capacity at HOF that is projected to be exhausted by 2032. Although inactive since 2019, SWD's permitted Class I Baseline Landfill remains available for disposal, with a renewed operations permit valid through 2034.

Jones Edmunds assisted SWD with evaluating options to address future disposal needs including additional out-of-county capacity, alternative waste technologies, and expansion of the Baseline Landfill. Jones Edmunds prepared a conceptual plan for expanding the Baseline Landfill in multiple phases, along with associated construction opinions, schedules, and regulatory considerations particularly regarding the underlying karst geology. This work was summarized in the August 2024 *Baseline Conceptual Design Options – Summary Report.*

This Scope of Services outlines the engineering services to evaluate design options and apply for permits for Phase 1 and Phase 2 of the Baseline Landfill Expansion as identified in the *Baseline Conceptual Design Options – Summary Report*. Specifically, these two phases involve:

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- Phase 1 – Two components that will advance in parallel. The first component involves reconfiguring the lined Cells III-A, III-B, and III-C. This effort is expected to require a minor permit modification to the facility's Operation Permit to adjust the filling sequence. The second component is a vertical expansion of the Urban Cell, which will require a construction permit modification from the Florida Department of Environmental Protection (FDEP) that will include removing the final cover system, regrading the waste, and installing a geomembrane liner with a leachate collection and removal system.
- Phase 2 – A 16-acre lateral expansion of the landfill to the south, which will require relocating various site infrastructure. Jones Edmunds is assisting SWD with the preliminary development plans to shift most of this infrastructure to the East Property so that this area will be ready for developing a new landfill cell. The first major task will be to perform a geotechnical investigation to identify potential karst features. The results of this investigation will be used to develop a foundation design and corresponding remediation plan to address any subsurface karst features. Once the foundation design is complete, the remainder of the lateral expansion will follow a typical landfill development process.

To enable future landfill expansion, the *Baseline Conceptual Design Options – Summary Report* includes relocating existing facilities currently occupying the proposed footprint of new disposal areas. These facilities include administration buildings, maintenance buildings, dry retention ponds, leachate storage and loading, landfill gas (LFG) management, scale house facilities, and citizen drop-off areas. These new facilities will be developed on a campus east of Baseline Landfill on property SWD recently acquired, referred to as the East Property. The East Property consists of two parcels:

- A 47.3-acre parcel (Parcel ID 35800-008-00), formerly used as a sand mine.
- A 17.5-acre parcel (Parcel ID 35800-000-04), with frontage on SE 58th Avenue (Baseline Road).

A key element of the relocation effort is providing vehicle and utility connectivity between Baseline Landfill and the East Property. The two properties are separated by a rail corridor owned and operated by Florida Northern Railroad (FNR). The project includes at least two railroad crossings that will be needed to connect the Baseline Landfill and the East Property:

- A new at-grade vehicle railroad crossing to connect the landfill and East Property.
- Two subsurface utility crossings to convey stormwater, LFG, leachate, and electrical power.

The main entrance to the Baseline Landfill will shift from SE 66th Street to SE 58th Avenue to provide improved access to the new support campus.

SCOPE OF SERVICES

This Scope of Services is for the Baseline Landfill Expansion and East Property Development Design and Permitting. It includes engineering services for evaluating design options, obtaining permits, and preparing construction-level documents. For the Baseline Landfill Expansion, the work includes developing the Phase 1 and 2 designs to obtain an FDEP permit and develop construction-level documents with sufficient detail to support

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competitive bidding. Bidding services will be provided and services during construction will be performed under a following separate Scope of Services.

For the East Property, the work will include site plan design to support railroad crossing design and permitting, ERP application, and land development review. The intent of this effort is to produce engineering documents and obtain regulatory approvals to prepare to initiate site construction activities. The East Property design will be advanced to construction level with sufficient detail to bid and construct the general sitework. Bidding services will be provided and services during construction will be performed under a following separate Scope of Services.

The project is divided into the following tasks that will be performed to meet the overall project objectives:

- Task 1: Project Management
- Task 2: Field Investigations and Laboratory Testing
- Task 3: Cell III-A, III-B, and III-C Reconfiguration Evaluation and Minor Permit Modification
- Task 4: Leachate Storage and Gas Control System Relocation
- Task 5: Urban Cell Reconfiguration
- Task 6: Baseline Landfill Expansion Design and Permitting
- Task 7: Baseline Landfill Expansion Construction Documents
- Task 8: Baseline Landfill Expansion Bidding Assistance
- Task 9: East Property Site Design and Permitting
- Task 10: Environmental Resource Permitting
- Task 11: Railroad Crossings Design and Permitting
- Task 12: Electrical Service Master Metering Design and SCADA
- Task 13: East Property Construction Documents
- Task 14: East Property Bidding Assistance

Each task is described in more detail in the sections below.

TASK 1 – PROJECT MANAGEMENT

Jones Edmunds will provide SWD with a Senior Project Manager who will oversee all facets of the project execution and serve as the primary point of contact throughout the work.

The Senior Project Manager will:

- Manage multiple design teams and subconsultants.
- Coordinate design efforts across disciplines.
- Maintain regular communication with SWD's designated Project Manager.
- Submit monthly progress reports, including updated schedules, budget tracking, forecasts of upcoming tasks, and time logs for personnel included with monthly invoices.
- Attend at least one meeting per month with SWD to review project status and discuss any issues or action items.
- Plan and implement Jones Edmunds' Quality Program for the quality assurance and quality control of project work and deliverables throughout the project.

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Jones Edmunds will meet monthly with SWD staff throughout the project and at the design review milestones identified in this Scope of Services. Meetings will be attended by the appropriate Jones Edmunds team members and SWD staff and will take place at SWD's Baseline facility or virtually. The following meetings are expected during the project:

- **Project Kick-off and Coordination Meeting** – This meeting will formally initiate the project and provide an opportunity to gather site information, obtain relevant documents, discuss key components of the study, review the project schedule and milestones, establish communication protocols, and begin exploring conceptual design options. It will also engage County stakeholders to define success criteria for all phases of the project.
- **Progress Review Meetings** – Jones Edmunds will meet with SWD monthly to discuss the overall project progress. When feasible, these meetings will be coordinated to coincide with the milestone meetings listed above. In addition to these monthly meetings, time has been allocated for two additional meetings, as needed, to support coordination or decision-making.

Task 1 Deliverables:

- Monthly status reports including meeting notes, updates on schedules, budget, ongoing tasks, and invoices.

TASK 2 – FIELD INVESTIGATIONS AND LABORATORY TESTING

Jones Edmunds will engage subconsultants to conduct surveying, field investigations, and laboratory testing necessary to support the design evaluations and permitting proposed in this Scope of Services.

TASK 2.1 – SURVEYING

Jones Edmunds will subcontract a Florida-licensed professional surveyor and mapper (PSM) to complete the following.

Task 2.1.1 Baseline Landfill Expansion

- Topographical Survey of the current Baseline Landfill property.
- Aerial photograph.
- Boundary Survey of the proposed Phase 2 expansion.
- Ground Survey of the proposed Phase 2 area.
- Staking proposed boring locations.

Task 2.1.2 East Property Development

- Topographical Survey of the current East Property and 100 feet beyond the property line. This includes approximately 600 feet north of the north property line.
- Boundary Survey and legal description of the two parcels.
- Trees 10 inches in diameter and larger.
- Existing site improvements.
- Existing utilities.

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- Existing subsurface utilities.
- Existing wells.
- Existing roads.
- Easement or land reservation.
- Adjacent rights-of-way.
- Aerial photograph.
- Railroad corridor topography and rail elevation 500 feet in either direction of proposed crossing.
- Staking proposed boring locations.

TASK 2.2 – SUBSURFACE AND GEOTECHNICAL INVESTIGATIONS

The Baseline Landfill is within a karst geological environment, which will require extensive subsurface investigations and geotechnical design to support future development. Designing and permitting a new solid waste disposal cell will require comprehensive geotechnical investigations and detailed foundation design. As part of this task, Jones Edmunds will engage subconsultants to perform the necessary investigations and geotechnical evaluations. The findings from this work will form the basis for a foundation remediation plan to be developed as part of the Phase 2 development.

To support preliminary engineering for Phases 1 and 2, Jones Edmunds will plan and execute a series of field and laboratory investigations, including geotechnical, environmental, and hydrogeological evaluations. This planning effort will begin with reviewing existing data and previous investigations followed by developing a detailed investigation and testing plan in coordination with subconsultants. The plan will outline the proposed scope of work and testing protocols and will be submitted to SWD for review and comment before field activities start.

In addition, Jones Edmunds will coordinate a pre-investigation meeting with SWD and participating subconsultants to discuss the investigation plan, confirm objectives, and address logistical considerations for field execution.

All boring locations will be staked in the field by a Florida-licensed professional surveyor and mapper (PSM). Jones Edmunds will subcontract with licensed surveyors and experienced geotechnical engineering firms to carry out all field and laboratory work. Additional details regarding these investigations are provided in the following subsections.

Jones Edmunds will subcontract geophysical and geotechnical consultants to conduct subsurface investigations and develop a preliminary evaluation with remediation recommendations. The objective of this task is to identify and characterize subsurface conditions, including groundwater levels and engineering properties of the subsurface soils. These investigations will provide essential data that will be used to evaluate soil conditions, identify areas of concern, and support foundation and bottom liner design in the karst geology of the Baseline Landfill and East Property site. The data collected will be used to guide decisions regarding design, construction, and regulatory compliance.

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Task 2.2.1 Baseline Landfill Expansion

Designing and permitting a new solid waste disposal cell will require extensive geotechnical investigations and geotechnical design including developing a preliminary evaluation with remediation recommendations for the Phase 2 project area. Table 1 summarizes the proposed investigation and laboratory testing. Additional details are provided in subsequent sections.

Table 1 Proposed Subsurface Investigation and Laboratory Testing for Phase 2

Method	ASTM	Number
Ground Penetrating Radar Survey	D6432	16 acres
Electrical Resistively Imaging Survey	—	16 acres
Standard Penetration Borings	D1586	53 borings
Cone Penetration Testing	—	48 borings
Undisturbed Shelby Tube Sample	—	4
Consolidation Test	D2435	2
Triaxial Compression Test	D4767	2
Soil Classification Test	D2487	10
Atterberg Limits	D4318	15
Organics Test	D2974	5
Permeability Test (granular soils)	D2434	2
Permeability Test (fine grained soils)	D5084	2
Percent Fines	D1140	25
Moisture Content	D2216	25

Ground Penetrating Radar

Ground Penetrating Radar (GPR) is a non-invasive geophysical method used to identify subsurface features based on contrasts in dielectric properties (i.e., its ability to store and transmit electrical energy). In general, sands have a low dielectric constant, allowing deeper GPR penetration than clays.

This method sends high-frequency electromagnetic (radio) waves into the ground through an antenna. When these waves encounter different materials or interfaces – such as changes in soil type, rock, voids, or buried objects such as metallic utilities – they reflect back to the surface. A receiver captures these reflections and generates data that can be used to create cross-sectional images of the subsurface. At this site, the depth capabilities are estimated to be up to 30 feet, but actual penetration may vary.

The GPR subconsultant will lay out traverse paths and collect data for post-processing and interpretation. Reflections will be analyzed to identify anomalies or areas of concern. These areas will be further investigated with soil borings.

Electrical Resistivity Imaging (ERI) Survey

ERI is a geophysical method that will be performed to map subsurface material boundaries based on their resistance to electrical current. This method involves passing electrical

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current through the subsurface material and measuring its resistance to flow. Contrasts with the degree of resistance are used to identify and locate boundaries among different materials.

An ERI survey is estimated to reach depths of 50 to 110 feet depending on array configuration and soil conditions.

Transect layout will be determined in the field to optimize data coverage. Processed data will be compiled using EarthImager 2D software to produce cross-sectional models showing zones of high and low resistivity, potentially indicating voids, saturated zones, or variable lithology.

Standard Penetration Test (SPT) Borings

SPT borings will be performed in accordance with ASTM D1586, *Standard Test Method for Standard Penetration Test (SPT) and Split-Barrel Sampling of Soils*. An estimated 53 SPT borings will be advanced using a rotary drill rig. Based on historical data from the site, boring depths will range from 30 to 100 feet, with an expected average depth of approximately 50 feet. At 5-foot intervals, a split-spoon sampler will be driven into the soil using a hammer and the number of blows (N-values) required to drive the sampler is recorded. The N-value (number of blows) is an indicator of the soil's density and strength. Soil samples from the split-spoon sampler are retrieved, visually identified, and reported on the boring log.

The SPTs will be performed after the geophysical investigations are completed. Jones Edmunds will coordinate with the drilling subconsultant to develop a boring location plan. The intent is to provide adequate boring spacing and to locate borings in areas of concern identified during the geophysical investigation.

Boreholes will be backfilled and sealed with bentonite upon completion; cement grout may be used where specified and will incur additional cost. GPS coordinates for all boring locations will be recorded and provided in the final report.

The geotechnical subconsultant will prepare boring logs with a visual description of each sample retrieved in the split spoon sampler. Shelby tube and bulk soil samples will be collected for laboratory testing.

Laboratory Soils Testing

Laboratory testing of soils is performed to classify soil types and determine engineering properties of the subsurface materials. The results are used to refine stratigraphic interpretations and support recommendations for remediation or design. The laboratory results provide valuable data used during the design process for evaluating foundation conditions including slope stability, bearing capacity, and settlement potential. The testing is also used to assess the hydrogeologic properties of the soil such as permeability and moisture content, which are used in groundwater modeling and drainage design.

Refer to Table 1 for a list of the proposed laboratory tests.

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Cone Penetration Test

Electronic cone penetrometer testing (CPTu) will supplement the SPT borings, offering high-resolution profiling of soil strength, stratigraphy, and pore pressure characteristics. This method is especially effective in detecting weak zones above or within limestone layers. The test involves pushing a cone-shaped instrument into the ground and measuring the resistance it encounters and pore water pressure.

CPTu testing will provide rapid, continuous data to support evaluating foundation suitability and depth to competent strata. Borehole closure is not required for this method.

An estimated 48 CPTu borings will be advanced for this phase of the project. The borings can generally reach depths of 50 to 100 feet. Based on historical CPTs performed at the site, they will reach an estimated depth of 50 feet.

Geotechnical Remediation Assessment and Recommendations

Based on the results of the geophysical surveys, SPT borings, CPTu testing, laboratory analyses, review of historical information, and remediation assessment, recommendations will be developed as part of the preliminary engineering effort.

Jones Edmunds will subcontract geotechnical engineers with specialized expertise in karst geology and subsurface remediation to review the results of the geophysical and geotechnical field investigations. Based on this review, the subcontractor will provide a comprehensive geotechnical assessment and develop recommendations for foundation appropriate remediation. The subconsultants will assess the subsurface information and provide a report to address the following:

- Identification of areas requiring treatment.
- Recommendations for foundation improvement (e.g., bridging layers, grouting, subgrade removal/replacement).
- Rough order of magnitude cost estimates for the foundation improvement options.

A detailed foundation remediation plan will be developed, used to support FDEP permitting, and integrated into the overall landfill cell design. Technical specifications for remediation will be incorporated into the Phase 2 design and permitting.

Task 2.2.2 East Property

To support preliminary design and development for the East Property, Jones Edmunds will plan and execute a series of field investigations, including geophysical, geotechnical, and hydrogeological evaluations. This planning effort will begin with reviewing existing data and previous investigations followed by developing a detailed investigation and testing plan in coordination with subconsultants. The plan will outline the proposed scope of work and testing protocols and will be submitted to SWD for review and comment before field activities start.

Additionally, Jones Edmunds will coordinate a pre-investigation meeting with SWD and participating subconsultants to discuss the investigation plan, confirm objectives, and address logistical considerations for field execution.

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All boring locations will be staked in the field by a Florida-licensed PSM. Jones Edmunds will subcontract with licensed surveyors and experienced geotechnical engineering firms to carry out all field and laboratory work.

Jones Edmunds will engage a subconsultant to conduct subsurface investigations to support the design of proposed roadways, dry retention areas, the railroad crossing, and some of the proposed future infrastructure including leachate storage. The objective of this task is to identify and characterize subsurface conditions including groundwater levels and engineering properties of the subsurface soils. These investigations will provide essential data that will be used to evaluate soil conditions, identify areas of concern, and support foundation design for the proposed East Property facilities. The data collected will be used to guide decisions regarding design and construction. A remediation plan will be developed to improve the foundations and minimize the chances of ground subsidence due to karst geology.

Table 2 summarizes the proposed investigation and laboratory testing.

Table 2 Proposed Subsurface Investigation and Laboratory Testing for East Property

Method	ASTM	Number
Ground Penetrating Radar Survey	D6432	40 acres
Electrical Resistively Imaging Survey	—	40 acres
Standard Penetration Borings	D1586	50 borings
Soil Classification Test	D2487	10
Moisture Content	D2216	20
Percent Fines	D1140	20
Double-Ring Infiltrometer	D3885	14
Undisturbed Shelby Tube Sample	—	6
Consolidation Test	D2435	2
Permeability (granular)	D2434	15

SPT borings will be performed in accordance with ASTM D1586, *Standard Test Method for Standard Penetration Test (SPT) and Split-Barrel Sampling of Soils*. Borings will be used to evaluate subsurface conditions below future infrastructure, roads, and in stormwater management areas to support design and permitting efforts. An estimated 50 SPT borings will be advanced using a rotary drill rig. Borings will be drilled to an estimated depth of 50 feet. At 5-foot intervals, a split-spoon sampler will be driven into the soil using a hammer and the number of blows (N-values) required to drive the sampler is recorded. The N-value (number of blows) is an indicator of the soil's density and strength. Soil samples from the split-spoon sampler are retrieved, visually identified, and reported on the boring log.

The SPTs will be performed after the geophysical investigation is completed. Jones Edmunds will coordinate with the drilling subconsultant to develop a boring location plan. The intent is to provide adequate boring spacing and to locate borings in areas of concern identified during the geophysical investigation.

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Boreholes will be backfilled and sealed with bentonite upon completion; cement grout may be used where specified and will incur additional cost. GPS coordinates for all boring locations will be recorded and provided in the final report.

The geotechnical subconsultant will prepare boring logs with a visual description of each sample retrieved in the split spoon sampler. Shelby tube and bulk soil samples will be collected for laboratory testing.

Task 2.2.3 McKay Dump, Yard Waste Processing Area, and Clean Fill Areas

In addition to the subsurface investigations required for the Baseline Landfill Expansion and East Property Development, other areas of the landfill currently identified for potential future use must be investigated. Jones Edmunds recommends performing a subsurface investigation in these areas:

- McKay Dump Site
- Yard Waste Processing Area
- Clean Fill Disposal Area

The purpose of this geotechnical investigation is to determine the horizontal and vertical extent of legacy waste or fill materials that may need to be excavated for redevelopment. Assessing subsurface conditions in these areas will help determine their suitability for future landfill-related infrastructure or disposal capacity expansion. The results will support more informed decision-making and long-term planning for landfill operations, infrastructure siting, and potential airspace recovery.

Table 3 summarizes the proposed subsurface investigation in these areas.

Table 3 Proposed Geotechnical Subsurface Investigation for McKay Dump, Yard Waste Processing Area, and Clean Fill Areas

Method	ASTM	Number
GPR Survey	D6432	20 acres
ERI	—	20 acres
SPT Borings	D1586	30 borings (30 feet deep each)

Task 2.2.4 Field Investigations

Jones Edmunds has included an allowance to subcontract field investigations within the Urban Cell and Cells III-A, III-B, and III-C to evaluate soil content and define the limits of waste. We will subcontract with a contractor that will provide excavation equipment and operators to support the investigation. The field investigations will include:

- **Regulatory Coordination –** Jones Edmunds will notify FDEP of the proposed investigations and the temporary disturbance of the landfill closure. A brief field investigation plan memorandum, including a figure, will be prepared and submitted to FDEP. A permit modification is not anticipated.
- **Soil Content Evaluation:** Excavations will be performed in the Urban Cell to separate and screen soil from solid waste. The soil/waste ratio will be documented to approximate

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the soil content. Data will be used to estimate the volume of soil available for beneficial reuse and to evaluate the potential value of mining.

- **Waste Boundary Delineation:** Trenches will be excavated around the perimeter of the Urban Cell, specifically at the toe of slope, to determine the horizontal extent of waste.
- **Surface Restoration:** Following evaluation, excavations and borings will be backfilled and the ground surface restored to existing conditions.

Field activities are expected to take approximately 2 weeks, including excavation, evaluation, backfilling, and restoration.

Task 2.3 – Jurisdictional Wetland and Surface Water Delineation and Listed Species Assessment

Jones Edmunds will delineate jurisdictional wetlands and surface waters at the East Property. Wetlands are not expected, but as a part of the land development application a wetlands inventory must be completed. A map of the flagged areas that provides flag locations and key numbers will be provided to the surveyor to locate. During this task, Jones Edmunds will conduct preliminary pedestrian surveys to determine if listed species such as the gopher tortoise, are or could be present within the project area. Results of this assessment will be summarized in a Technical Memorandum for future regulatory review and inclusion in ERP applications.

Task 2 Deliverables:

- 2.1.1 Topographical and Boundary Survey of the Baseline Landfill property including ground survey of the Phase 2 area. Surveys will be signed and sealed by a PSM and will be provided in AutoCAD
- 2.1.2 Topographical and Boundary Survey of the East Property including topography 100 feet beyond the property line, legal description, trees 10 inches and greater, existing improvements and utilities, easements, rights-of-way, and aerial photograph.
- 2.2 Subsurface Investigation Plans for Baseline Landfill Expansion, East Property Development, and the McKay Dump, Yard Waste Processing Area, and Clean Fill Areas.
- 2.3 Draft and Final Technical Memorandum summarizing the findings of the jurisdictional wetlands delineation and listed species assessment.

Task 3 – Cell III-A, III-B, and III-C Reconfiguration Evaluation and Minor Permit Modification

Jones Edmunds will complete a series of focused design evaluations to support the development of a conceptual design for Phase 1, which includes the Urban Cell and the lined Cells III-A, III-B, and III-C. These evaluations will assess constructability, cost-effectiveness, operational compatibility, and long-term performance. For this task, Jones Edmunds will evaluate design options and prepare a permit modification application for additional filling in Cells III-A, III-B, and III-C.

Task 3.1 – Design Coordination and Filling Sequencing

Although Cells III-A, III-B, and III-C are currently permitted to receive waste and do not require significant additional design or permitting effort to begin filling, certain design

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considerations remain important. Planned modifications to the adjacent Urban Cell and the proposed Phase 2 lateral expansion may affect how these cells are accessed, filled, and integrated with existing infrastructure. As a result, targeted evaluations will be completed to coordinate development, operational efficiency, and regulatory compliance.

- **Filling Sequence** – Develop preliminary filling sequence plans for each cell, coordinated with the expected fill operations in the Urban Cell and Phase 2. Consider access constraints, slope stability, LFG collection integration, and stormwater management, with the goal of maximizing available airspace and minimizing operational disruption.
- **Construction Phasing** – Evaluate construction phases for the Urban Cell and Phase 2 that integrate with Cell III-A, III-B, and III-C operations. Prioritize scheduling decisions for developing the cell while maintaining uninterrupted disposal operations.
- **Gas Collection and Control** – Review and assess the current gas collection infrastructure in and around these cells to provide continued compliance with the facility's Title V and FDEP solid waste permits. Develop conceptual plans for expanding or replacing gas collection components as filling progresses, including temporary controls where needed and provisions for long-term system upgrades.

Jones Edmunds will evaluate these considerations and document our findings in a Technical Memorandum summarizing the evaluations and recommendations for advancing with the filling of Cells III-A, III-B, and III-C. The draft Memorandum will be submitted to the County for review and comment. Following a meeting with County staff to discuss the comments, Jones Edmunds will finalize the Technical Memorandum and provide the completed document to the County.

TASK 3.2 – PERMIT MODIFICATION

Once the sequencing and preliminary engineering parameters for Phase 1 have been decided, the design and permitting process will begin. We expect an application for a minor modification of the existing FDEP Permit No.: 01039535-021-SO-01 will be required to update the filling sequence to place new waste in Cells III-A, III-B, and III-C.

Jones Edmunds will prepare an FDEP *Solid Waste Construction and Operations Permit Application*, Form 62-701.900(1), for submittal to the FDEP Division of Solid Waste Permitting and Compliance Office in Tallahassee. The permit application will include engineering plans and technical documentation required by the permitting agency. Information that has not changed does not have to be resubmitted for an operation permit modification, and the appropriate portion of the form will be marked "no substantial change".

The permit application will be prepared and will include addressing each of the following application parts:

- Part A General Information
- Part B Disposal Facility General Information
- Part C Prohibitions
- Part D General Facility Permit Requirements
- Part K Landfill Operation Requirements
- Part S Certification (Applicant and Engineer)

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Updates to the facility's Operation Plan will include filling sequence drawings illustrating the general progression of filling slopes rather than each individual lift. Up to eight sheets are expected to depict the filling sequence for Cells III-A, III-B, and III-C. Additionally, we will consult with County staff to provide additional services by updating the Operations Plan. These services include:

- Waste tire processing (FDEP Form 62-701.900(23))
- An air curtain incinerator (Title V permitting required as well)
- Biochar production
- Concrete processing
- Sorting materials from the transfer station
- Screening waste to recover soil
- Alternative daily cover

Task 3 Deliverables:

- 3.1 A draft and final Technical Memorandum summarizing Cells III-A, III-B, and III-C design recommendations.
- 3.2 A draft FDEP Minor Permit Modification Application will be submitted to the County for review and comment. The final signed-and-sealed permit application will be submitted to FDEP and the County.

TASK 4 – LEACHATE STORAGE AND GAS CONTROL SYSTEM RELOCATION

The Phase 2 expansion will require relocating landfill support infrastructure that is currently within the proposed footprint of the cell. This task addresses the relocation of the following two components to the East Property. These are proposed to be relocated in advance of the Phase 2 construction so that leachate storage and LFG control are uninterrupted and do not delay the Phase 2 construction.

This task includes preparing 30%, 60%, and 90%- designs to construct new leachate storage and landfill gas control systems on the East Property.

TASK 4.1 LEACHATE STORAGE FACILITY

The Phase 2 expansion will require demolishing the existing leachate tank farm and constructing a new leachate storage facility on the East Property. The existing tank farm will be demolished as part of the Phase 2 landfill construction, and a new facility will be designed to meet current and future operational requirements. Additionally, with the development of the Urban Cell and Phase 2, leachate generation is expected to increase significantly—potentially doubling the current volume of about 5 million gallons per year from Cells III-A, III-B, and III-C.

This sub-task includes conceptual designing, design, permitting, and bidding assistance. Construction services are excluded.

4.1.1 Leachate Storage Conceptual Design

The new leachate management system will require planning, evaluating, and conceptually designing:

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- Increased leachate storage capacity (tank- or pond-based systems).
- Secondary containment measures for environmental protection.
- Pumping systems with redundancy.
- Instrumentation and control systems for operational monitoring.
- Utility installation under the existing railroad corridor.
- Associated site development including grading, utilities, access roads, and a truck loading station.
- Interconnections for a future leachate pre-treatment facility.

The conceptual design of a relocated leachate tank farm in the East Property will be developed based on the anticipated volumes and physical constraints of the East Property. Supporting analyses will include:

- Leachate storage volume required.
- Leachate force main sizing and preliminary routing.

Access to the East Property will require a railroad crossing for underground utilities that is addressed in Task 11. This task includes the technical coordination of the leachate force main that must cross the railroad and integrate the Phase 2 design.

Task 4.1.1 will conclude with a Basis of Design Memorandum that will document the design evaluations and decisions.

4.1.2 Leachate Storage Facility Permitting

Upon completing the preliminary design and planning, Jones Edmunds will advance the design to the 60% level and apply for an FDEP permit modification. The leachate storage facility will be designed and permitted in accordance with Rule 62-701.400(6), FAC, leachate storage tanks and leachate surface impoundments.

Jones Edmunds will prepare an *Application to Construct, Operation, Modify, or Close a Solid Waste Management Facility,* Form 62-701.900(1), for submittal to FDEP. The permit application will include design calculations, technical documentation, and supporting information required by FDEP. This application will be a substantial modification due to the technical review required by FDEP.

Jones Edmunds will prepare plans to accompany the permit application. We expect the drawing set to include about 20 plan sheets. These plans will be prepared to construction level for the general, civil, and mechanical sections. The plans will be prepared and submitted with the solid waste application. The application will also include a Construction Quality Assurance (CQA) Plan and technical specifications for earthwork, liner material, and dewatering (if applicable).

Before submitting the permit application, Jones Edmunds will schedule and conduct a pre-application meeting with FDEP staff to review the proposed permit application. The final permit application will be submitted electronically to the FDEP Solid Waste Section in Tallahassee. The permit application fee is expected to be $10,000, and we assume the fee will be paid directly by the County.

Environmental Resource Permit for the new storage facility will be performed under Task 10.

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4.1.3 Leachate Storage Facility Bid Documents

Upon receiving initial approval from FDEP regarding permitting, Jones Edmunds will begin preparing construction bid documents. The bid documents will consist of construction plans, technical specifications, bid form, recommended contractor qualifications, project duration estimate, and an Engineer's Opinion of Probable Construction Cost (EOPCC). In addition to the general, civil, and mechanical plans submitted with the permit application, structural and electrical plans will be added to the set.

4.1.4 Leachate Storage Facility Bidding Assistance

The project will be publicly bid with a formal advertisement and bidding process. Jones Edmunds will prepare an agenda and facilitate a pre-bid meeting and coordinate with SWD on matters related to the design that may require clarification and decisions. Jones Edmunds will prepare addenda to address questions from prospective bidders and construction document revisions. Following receipt of bids by SWD, Jones Edmunds will review the detailed bid tabulation, review the bids, and provide a review letter of the bids submitted to SWD.

4.2 Landfill Gas Control System

The Phase 2 expansion will require demolishing the existing LFG control system, which consists of a blower and flare, and relocating it or constructing a new flare on the East Property. The existing flare station was replaced within the past few years and may be relocated; however, the expanded landfill is expected to generate more LFG than the current system was designed to manage.

This sub-task includes conceptual designing, design, permitting, and bidding assistance. Construction services are excluded.

4.2.1 LFG Control Conceptual Design

The new LFG control facility will require planning, evaluating, and conceptually designing. A key part of this task will be to estimate LFG generation from the expansion and plan for upgrades or expansion in conjunction with relocating the LFG facility. This effort will include:

- Estimate future LFG generation and emissions using the EPA's LandGEM model.
- Evaluate the capacity of the existing blower and flare station to determine the extent of necessary upgrades in conjunction with relocation.
- Design a right-sized blower/flare station with sufficient capacity for current and future gas flows.

The new LFG management system will also incorporate:

- LFG condensate management systems.
- A compressed air system for powering liquid removal pumps within gas extraction wells.
- Site development including grading, utilities, and access roads.

The expansion of disposal operations will also necessitate modifications and extensions to the existing gas collection and control system including:

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- Extend LFG header piping to serve new cells and reconfigured slopes.
- Plan phased installation of vertical extraction wells and horizontal collectors based on projected fill sequencing.
- Develop concepts that address both interim operations and long-term integration with the existing LFG infrastructure.

Access to the East Property will require a railroad crossing for underground utilities that is addressed in Task 11. This task includes the technical coordination of the LFG header that must cross the railroad and integrate the Phase 2 design.

Task 4.2.1 will conclude with a Basis of Design Memorandum that will document the design evaluations and decisions.

4.2.2 LFG Control Permitting

Upon completing the preliminary design and planning, Jones Edmunds will advance the design to the 60% level and apply for an FDEP permit modification. The LFG control facility will be designed and permitted in accordance with Rule 62-701, FAC.

Jones Edmunds will prepare an *Application to Construct, Operation, Modify, or Close a Solid Waste Management Facility,* Form 62-701.900(1), for submittal to FDEP. The permit application will include design calculations, technical documentation, and supporting information required by FDEP. This application will be a substantial modification due to the technical review required by FDEP. The permitting effort will be combined with other concurrent permitting efforts for the leachate storage facility.

Environmental Resource Permit for the new storage facility will be performed under Task 10.

4.2.3 Title V Air Permitting

The LFG flare will be relocated to a new location but remains the same unit, the FDEP may not require a full permit application package as a "new" emission unit (EU) and possibly could allow the movement under an operations permit modification rather than a construction permit. However, we have included this task in case the FDEP requires a construction permit. We will contact FDEP and clarify the requirements upon project initiation.

We will prepare the Title V air construction permit for the new EU flare and an air curtain incinerator, biochar production, wood grinding, and concrete crushing, if necessary. The application will include the following:

- Permit modification forms. We have assumed that only one new EU will be included in the application.
- Emission calculations for the criteria pollutants emitted by the new EU. This includes nitrogen oxides, carbon monoxide, particulate matter, sulfur oxides, volatile organic compounds, and hazardous air pollutants. Emission calculations will be prepared for the future EU based on the operating capacity and fuel throughput or maximum flow rate for the EU.
- Figures and attachments required for the application.

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- Table of rule applicability for the new flare.
- Brief application summary to explain the basis for the information presented on the forms.

We will submit the draft application packet produced from the FDEP's Electronic Permit Submittal and Processing System (EPSAP) and deliver via e-mail for the County's review. Upon receipt of the County's comments, we will finalize the application and submit to FDEP via the EPSAP program. Following submittal, we will provide the County with the required information for the County's Responsible Official to approve the application electronically.

We have budgeted one round of responses to FDEP if a Request for Additional Information (RAI) is issued for the application.

4.2.4 LFG Control Facility Bid Documents

Upon receiving initial approval from FDEP regarding permitting, Jones Edmunds will begin preparing construction bid documents. The bid documents will consist of construction plans, technical specifications, bid form, recommended contractor qualifications, project duration estimate, and an EOPCC. In addition to the general, civil, and mechanical plans submitted with the permit application, structural and electrical plans will be added to the set.

4.2.5 LFG Control Facility Bidding Assistance

The project will be publicly bid with a formal advertisement and bidding process. Jones Edmunds will prepare an agenda and facilitate a pre-bid meeting and coordinate with SWD on matters related to the design that may require clarification and decisions. Jones Edmunds will prepare addenda to address questions from prospective bidders and construction document revisions. Following receipt of bids by SWD, Jones Edmunds will review the detailed bid tabulation, review the bids, and provide a review letter of the bids submitted to SWD.

Task 4 Deliverables:

- 4.1 Leachate Storage Basis of Design Memorandum Draft and Final
- 4.1 Leachate Storage Draft and Final Permit Application
- 4.1 Leachate Storage Draft and Final Bid Documents
- 4.2 LFG Control System Basis of Design Memorandum Draft and Final
- 4.2 LFG Control System Draft and Final Permit Application
- 4.2 LFG Control System Draft and Final Bid Documents
- 4.2 LFG Control System Draft and Final Title V permit application.

TASK 5 – URBAN CELL RECONFIGURATION

As part of Phase 1 of the Baseline Landfill Expansion, Jones Edmunds will complete a series of focused design evaluations to support the development of a conceptual design for Phase 1, which includes the Urban Cell and the lined Cells III-A, III-B, and III-C. These evaluations will evaluate constructability, cost-effectiveness, operational compatibility, and long-term performance. This task will specifically evaluate design options for the Urban Cell

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and will be performed concurrently with Task 3.1, which pertains to the additional filling in Cells III-A, III-B, and III-C.

This task includes evaluating and providing recommendations for the Urban Cell redevelopment to support the Phase 1 design that will be permitted in Task 5. The evaluation will consist of several discrete analyses regarding key design decisions. Jones Edmunds will evaluate options and present cost-benefit analyses to compare these options performed under this Task.

A Technical Memorandum summarizing the evaluations, cost-benefit analyses, and recommended design approach for the Urban Cell will be prepared and submitted to the County for review and comment. Following receipt of County comments, Jones Edmunds will finalize the Memorandum and provide the completed document to the County.

- **Access Road Layout** – Determine the final location of the access road. To access the working elevations of the re-graded landfill, a new all-weather access road is needed. The location and alignment of the road will affect the design of Phase 1 and will require coordinating with the East Property Development for access from the north. The final location of the access road will need to be determined before the Phase 1 design can be finalized.
- **Vertical Expansion Grading Plan** – Develop and compare grading scenarios for the reconfigured Urban Cell to maximize airspace while maintaining stability and constructability. Quantify the volume of relocated waste, assess balance with recovered soil, and estimate associated earthwork costs. Consider alternative fill slopes and lift sequencing.
- **Maximum Build-out Elevation** – Evaluate the maximum allowable build-out elevation for Phase 1 based on the proposed redevelopment of the Urban Cell. Consider regulatory and geometric height limitations, required leachate collection slopes, slope stability, and overall landfill geometry. Identify the maximum practical elevation that can be achieved while maintaining operational efficiency, compliance with FDEP requirements, and long-term performance of the landfill system.
- **Soil Recovery Evaluation** – Evaluate the potential for recovering usable soil and soil-like material through limited waste mining in the Urban Cell. Estimate the quantity of recoverable soil, assess the screening and separation process, and develop a cost-benefit analysis based on potential savings in soil procurement and disposal volume gains.
- **Groundwater Blower System** – The conceptual design will include evaluating options and providing recommendations for continuing to operate the blower system that reduces groundwater exceedances adjacent to the Urban Cell.
- **Interface Liner Design** – Assess the most suitable liner system to be installed between the legacy waste and future waste placement, considering regulatory requirements, constructability, long-term settlement, and protection of environmental control systems.
- **Landfill Gas Management** – Develop conceptual plans for managing LFG beneath the interface liner including passive venting or active collection systems as needed. Include strategies for collecting and managing gas generated from new waste placed in the vertical expansion, with considerations for regulatory compliance and integration with the existing gas-control system.

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- **Leachate Collection and Removal System (LCRS)** – Evaluate alternatives for the layout and design of the LCRS, including the number, location, and capacity of leachate pump stations and associated force mains. Consider redundancy, operational efficiency, maintenance access, and integration with existing infrastructure.
- **Closure Plan Evaluation** – Assess phased and final closure strategies for the reconfigured Urban Cell, including cover system alternatives, slope stability, stormwater management, and long-term maintenance requirements. Include a preliminary comparison of phased versus single-stage closure in terms of cost, schedule, and regulatory compliance.

Task 5 Deliverables:

- A draft Technical Memorandum summarizing Urban Cell design options and recommendations. A final Technical Memorandum will be provided to the County upon meeting and discussing review comments

TASK 6 – BASELINE LANDFILL EXPANSION DESIGN AND PERMITTING

This task includes the effort to evaluate and implement Phase 2 of the Baseline Landfill Expansion. The work includes preliminary engineering evaluations, demolition design, and design and permitting for the Phase 2 lateral expansion. The Phase 2 design will be progressed in 30% and 60% design under this task and to the 90% design under Task 7. An *Application to Construct, Operation, Modify, or Close a Solid Waste Management Facility,* Form 62-701.900(1) will be prepared and submitted to FDEP in accordance with Chapter 62-701, FAC. The application will include an engineering report with supporting documentation, calculations, engineering plans.

Additionally, permitting of the Urban Cell reconfiguration, if determined to be viable through the design evaluation in Task 5, will be incorporated into the Phase 2 permit application. This approach will streamline regulatory review and help coordinate the implementation of final grades, capping systems, and integrated infrastructure between the Urban Cell and Phase 2 expansion.

This task also includes effort to respond to one RAI from FDEP.

TASK 6.1 – PRELIMINARY DESIGN

Jones Edmunds will perform preliminary engineering evaluations to support development the conceptual design for Phase 2, a proposed 16-acre lateral expansion that will be constructed over areas currently occupied by landfill operations support infrastructure. These evaluations will assess technical feasibility, constructability, cost-effectiveness, regulatory compliance, operational integration, and long-term performance. Due to the complexity of overlaying new disposal cells over existing infrastructure, careful coordination and protection of the systems or relocation to the East Property will be required. Task 6.1 is generally to advance the Phase 2 design to the 30% level.

- **Cell Configuration and Base Liner Design** – Establish the bottom liner elevation in relation to the seasonal high groundwater table, determine minimum grades for leachate conveyance, and provide compatibility with foundation conditions identified during the

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geotechnical investigations. One of the primary design considerations for Phase 2 is optimizing the cell layout to maximize airspace while maintaining regulatory compliance and constructability. The configuration will aim to optimize the use of the available property.

- **LCRS** – Evaluate alternative configurations for the LCRS including the number and locations of pump stations, sump placement, and pipe routing. Consider existing topography, hydraulic head limitations, groundwater levels, and long-term accessibility. Key variables such as pipe spacing, drainage layer thickness, and drainage media permeability will be modeled using the Hydrologic Evaluation of Landfill Performance (HELP) model to simulate system efficiency under varying design conditions. Identify a cost-effective system that provides performance and regulatory compliance with less than 1 foot of leachate head on the liner.
- **Relocation of Existing Pump Stations for Cells III-A, III-B, and III-C** – Evaluate infrastructure conflicts, establish temporary and/or permanent rerouting options, and provide uninterrupted leachate management throughout construction and operation. The Phase 2 expansion may require relocating or modifying the existing leachate pump stations serving Cells III-A, III-B, and III-C. Conceptual relocation designs will include utility tie-ins, access for maintenance, and sequencing strategies to minimize service disruptions.
- **Gas Collection and Control** – Review and assess the current gas collection infrastructure in and around these cells to provide continued compliance with the facility's Title V and FDEP solid waste permits. Develop conceptual plans for expanding or replacing gas collection components as filling progresses, including temporary controls where needed and provisions for long-term system upgrades.
- **Access Roads and Filling Sequence** – Evaluate the impacts of the Phase 2 development on existing access roads, particularly the route along the west slope. Analyze the timing of access road decommissioning due to filling operations, plan for alternate haul routes, and identify any upgrades or new construction needed to support efficient waste delivery. Coordinating with the Urban Cell and Phase 1 Development will be critical to maintaining safe, continuous operations.
- **Closure Phasing and Final Cover Integration** – Assess closure strategies for Phase 2 in coordination with adjacent areas, including the Urban Cell and Cells III-A through III- C. Develop conceptual closure phasing plans aligned with projected filling schedules and evaluate alternatives for phased versus unified closure approaches. Considerations will include stormwater controls, final cover tie-ins, long-term maintenance access, and minimizing environmental impacts.

Preliminary design evaluations will be documented in Technical Memoranda summarizing key analyses, findings, and recommendations. Draft versions of each memorandum will be submitted to the County for review and comment. Following review discussions and incorporation of County feedback, final versions will be prepared and submitted.

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TASK 6.2 – SITE INFRASTRUCTURE DEMOLITION DESIGN

Demolition Design

Numerous infrastructure elements within the Phase 2 footprint must be demolished or relocated to accommodate landfill expansion. Existing buildings and vertical structures that require demolition will require removal or relocation of existing infrastructure including:

- Utilities
- Internal Access Roads
- Grading and Stormwater Facilities

Jones Edmunds will coordinate with SWD to define the responsibilities and necessary support.

Baseline Property Vegetative Buffer Design

To reduce visual impacts and support community relations, a vegetative buffer is planned along the south and west boundaries of the Baseline Landfill. This task includes:

- Develop grading and planting plans for buffer areas to promote long-term vegetative growth and screening performance.
- Select native or adaptive species suited to the site's conditions with low-maintenance requirements.
- Phase the buffer in accordance with County requirements, installation, and irrigation plan and in alignment with the landfill's development sequence.

Stormwater Conveyance

Although a sitewide ERP is being addressed under Task 10, this task includes designing the internal conveyance network for Phase 2. This includes:

- Size and route ditches, pipes, and culverts to handle site runoff from new infrastructure and disposal cells.
- Develop tie-in points to existing and proposed stormwater systems.
- Integrate erosion control features and maintenance access into the grading design.

TASK 6.3 – SOLID WASTE PERMIT APPLICATION

Jones Edmunds will prepare and submit a solid waste construction permit application to modify the Baseline Landfill's permit to construct Phase 2. The application will include the *Application for a Permit to Construct, Operate, Modify, or Close a Solid Waste Management Facility*, FDEP Form 62-701.900(1), along with an engineering report and supporting documentation in accordance with Rule 62-701.320 and .330, FAC. The permit application will include engineering calculations, technical documentation, and plans required by FDEP to demonstrate compliance with applicable design regulations.

Jones Edmunds will build on the design efforts and decisions made for Tasks 6.1 and 6.2 to further develop the design and prepare the draft permit application. The design will be progressed to the 30% level and 60% level under this task. The permit-level design

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generally corresponds to the 60% design development, with the 90% and 100% design completed under Task 7.

Jones Edmunds will coordinate and facilitate a pre-application meeting with FDEP to review the project and discuss the scope of the forthcoming permit application. We will prepare an agenda and provide background materials in advance of the meeting to enable FDEP staff to offer clear guidance regarding permit application requirements and submittal expectations. Following the meeting, we will prepare detailed meeting minutes summarizing the discussion and direction provided by FDEP.

The following application parts required for a construction permit will be included with this application:

- Part A General Information
- Part B Disposal Facility General Information
- Part C Prohibitions
- Part D General Facility Permit Requirements
- Part E Landfill Permit Requirements
- Part F General Criteria for Landfills
- Part G Landfill Construction Requirements
- Part H Hydrogeological Investigation Requirements
- Part I Geotechnical Investigation Requirements
- Part J Vertical Expansion of Landfills
- Part K Landfill Operation Requirements (Operation Plan)
- Part L Water Quality and Leachate Monitoring Requirements
- Part M Special Waste Handling Requirements
- Part N Gas Management System Requirements
- Part O Landfill Closure Requirements
- Part P Other Closure Procedures
- Part Q Long-Term Care Requirements
- Part R Financial Responsibility Requirements
- Part S Certification (Applicant and Engineer)

The engineering report provided with the application will provide detailed design calculations and supporting documents for liner systems, LCRSs, piping, geotechnical design, slope stability analyses, stormwater systems, and other required design information as required by FDEP.

Portions of the application that have are not changed significantly since previous permitting will be marked "No Change," will not be resubmitted, and will be referenced to previous submittals. Significant design calculations are required for Part G, Landfill Construction Requirements. We will submit the following supporting calculations at minimum with our permit application engineering report:

- Anchor Trench Design
- Liner Hydrostatic Uplift
- Geonet Loading Analysis
- Geocomposite Transmissivity

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- HELP Model
- Pipe Stability
- Geotextile Analysis
- Trench Capacity
- Action Leakage Rate
- Leachate Storage Capacity
- Hydraulic Design

This task also includes the geotechnical analyses required for Part I, which covers:

- Slope Stability Analyses
- Bearing Capacity
- Settlement

Parts H and L will be prepared to address the hydrogeological investigation and water quality monitoring requirements of Rule 62-701. The permit application will include additional monitoring wells around the Phase 2 expansion. The design effort will include Jones Edmunds assessing existing well protective casings, slabs, and bollards. The scope of the Phase 2 construction contract will include installing new monitoring wells for Phase 2 and rehabbing existing monitoring wells to replace well protective casing, concrete slabs, and bollards, if necessary.

Part I, Geotechnical Investigation Requirements, and Part J, Vertical Expansion of Landfills, will include calculations and documentation to support a vertical expansion over the Urban Cell if the County decides to proceed in this direction.

Jones Edmunds will prepare a recalculated Financial Assurance Cost Estimate (FACE) for closure and long-term care in accordance with Rule 62-701.630, FAC. The updated estimate will reflect the closure and long-term care costs for both active and future landfill cells and will be submitted as Part R of the solid waste permit application. The calculation will include supporting documentation and be consistent with FDEP's financial assurance guidance and cost-estimating methodology.

Jones Edmunds will submit the completed permit application to FDEP on behalf of the County. The associated permit application fee of $10,000 is required by FDEP at the time of submittal. We assume that the County will submit this fee directly to FDEP.

Engineering Drawings

Jones Edmunds will develop permit-level Drawings to be submitted with the permit application to FDEP. The permit-level Drawings are expected to be 50 sheets and will depict aspects required for permitting including general notes and requirements, cell grading and general construction requirements, leachate collection system, general roadway layout, phasing plans, conceptual closure, and stormwater management systems.

The FDEP permit application is submitted at the 60% stage since some drawing sections, such as electrical and structural, are required to be built at the landfill but are not required for FDEP's permit review.

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Construction Quality Assurance Plan and Technical Specifications

A CQA Plan will be prepared and submitted with the permit application for the construction of the Phase 2 landfill expansion. The CQA Plan will describe the roles and responsibilities of the CQA team members, as well as the procedures, guidelines, and testing requirements to be implemented during construction. The plan will be developed in accordance with Rule 62-701.400(7), FAC, so that construction activities comply with approved design specifications and regulatory requirements.

The following technical specifications will be included as attachments to the CQA Plan and incorporated into the permit application:

- Geocomposite
- Geomembrane
- Geosynthetic Clay Liner
- Geotextile
- Earthwork for Landfill Construction
- Dewatering
- Groundwater Monitoring Well Construction
- High-Density Polyethylene (HDPE) Pipe

Operation Plan

Jones Edmunds will update the facility's current Operation Plan in compliance with Rule 62-701.500(2), FAC, to address the procedures necessary to operate the new landfill cell. The revised Operation Plan will include, at a minimum, the following:

- Designations of responsible personnel
- Emergency and contingency operations
- Waste acceptance and handling operations
- Operational procedures
- A record keeping and reporting plan

The updated Operation Plan will reflect the operational strategy for the new disposal area and ensure consistency with current regulatory standards and County practices.

Closure and Long-Term-Care Plan

Jones Edmunds will prepare an updated Closure and Long-Term Care (CLTC) Plan along with supporting conceptual closure design drawings, in accordance with Rule 62-701.600 and .630, FAC. The conceptual final cover design will include final cover materials, slopes, stormwater management, and a preliminary gas-collection system. The LFG collection system will be designed to a 30% design and will not include details such as condensate traps and a pumping system. A conceptual plan for vertical gas wells and header placement will be included in the closure drawings for inclusion with the permit-level Drawings. The CLTC Plan to specify procedures for maintenance, groundwater monitoring, and site protection following closure of the landfill.

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Gas Collection and Control System (GCCS)

As part of Phase 1 construction, most of the existing GCCS infrastructure within Cells III-A, III-B, and III-C and the Urban Cell will be demolished. Consequently, a new GCCS will need to be designed and installed to maintain regulatory compliance and support future LFG management needs. Numerous design and phasing options are available for the various components of the GCCS, including wellfield layout, header piping, condensate management, and flare station configuration. Identifying and selecting appropriate system features will be critical to achieving a fully integrated and operationally efficient system.

For Phase 2, a master GCCS development plan will be prepared to support the solid waste permit application. This will include LFG generation modeling to size the collection piping system, evaluate interconnections with the Phase 1 GCCS, estimate the timing for a potentially beneficial-use LFG project, and size the future flare station. The modeling and system layout will be designed to accommodate both short-term operational needs and long-term expansion.

TASK 6.4 – REQUEST FOR ADDITIONAL INFORMATION AND PERMIT SUPPORT

FDEP has 30 days to review solid waste and ERP applications. If FDEP has additional questions, they will send an RAI. Jones Edmunds estimates receiving one FDEP RAI for the solid waste permit application. Based on our experience with the FDEP permitting process, we believe that expecting to only receive one RAI is reasonable. To meet this goal, Jones Edmunds will have multiple discussions with FDEP Permitting staff during the preparation of the permit application packages to minimize the potential for more than one RAI.

Once the permit application has been determined to be complete, FDEP will issue a draft permit. Jones Edmunds will review the draft permit within 2 weeks of receiving the document and provide comments to FDEP as needed after discussion with the County. Jones Edmunds will also coordinate the publication of the Notice of Agency Action in the local County newspaper.

Task 6 Deliverables:

- 6.1 Draft Technical Memoranda summarizing Phase 2 design options and recommendations. A final Technical Memorandum will be provided to the County upon meeting and discussing review comments.
- 6.2 Draft Technical Memoranda summarizing site demolition design. A final Technical Memorandum will be provided to the County upon meeting and discussing review comments.
- 6.3 One PDF and one full-sized hard copy of the 30% Drawings.
- 6.3 One PDF of the draft permit application including 60% permit-level Drawings.
- 6.3 One electronic final permit document signed and sealed by the appropriate Florida-registered Professional Engineers and/or Geologists and the County for submission to FDEP.
- 6.4 One electronic copy of a draft RAI response document for County review.
- 6.4 One final RAI response document signed and sealed by the appropriate Florida-registered Professional Engineers and/or Professional Geologists for submittal to FDEP.

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TASK 7 – BASELINE LANDFILL EXPANSION CONSTRUCTION DOCUMENTS

Once the permit-level Drawings have received initial approval from FDEP, Jones Edmunds will advance the design to construction level. This task includes developing the Construction Bid Plans and Specifications to be used by the County to solicit competitive bids to procure a construction contractor.

The Construction Bid Documents will be based on the 60% permit-level Drawings and will include sufficient detail to allow a qualified contractor to construct the project. Drawings and specifications not required for permitting—such as structural, mechanical, and electrical elements—will be added to complete the Construction Documents. Some permit drawings not necessary for construction (e.g., phasing or conceptual closure) may be omitted from the bid set.

Jones Edmunds will conduct a constructability review of the Construction Bid Documents. This internal quality review, performed by the Jones Edmunds Construction Services team, will focus on consistency, cost-saving opportunities, and clarification of potential contractor questions that could otherwise lead to requests for information or change orders.

Jones Edmunds will coordinate with County Procurement and incorporate County-provided front-end contract documents (e.g., bid instructions, general conditions). Jones Edmunds' review of these documents will focus solely on technical considerations; this will not constitute legal review.

Additionally, Jones Edmunds will provide recommended bidder qualification criteria for the County to consider in the bid documents.

Jones Edmunds will produce draft Construction Documents at the 90% design level and will submit them to County staff. After the 90% Construction Documents are submitted, Jones Edmunds will meet with County staff to review staff comments and discuss how they will be incorporated into the design. Additionally, this task includes interim review meetings throughout the design and preparation process.

After the County staff approves the 90% Construction Documents, Jones Edmunds will finalize the Construction Package to the Final design level and submit them to the County Procurement Services Department for bidding.

TASK 7.1 – CONSTRUCTION BID PLANS

Jones Edmunds will prepare the Construction Drawings at the 90% and 100% levels, incorporating County feedback between submittals. The final drawings will be for use in the public bid process. Jones Edmunds estimates that the final construction bid plan set will include up to 70 sheets with the general, civil, structural, mechanical, and electrical sections.

TASK 7.2 – CONSTRUCTION SPECIFICATIONS

Jones Edmunds will prepare technical specifications to accompany the Construction Drawings. These will include:

- Division 1: General Requirement

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- Division 2: Site Construction
- Division 3: Concrete
- Division 11: Equipment
- Division 15: Mechanical
- Division 16: Electrical

In addition to the technical specifications, Jones Edmunds will prepare an itemized Bid Form will be submitted with the items and quantities required for the construction of the project.

Task 7.3 – Engineer's Opinion of Probable Construction Cost

Jones Edmunds will prepare an EOPCC for the Phase 2 expansion. The EOPCC will be based on the Jones Edmunds' staff's professional judgment and experience from similar recent projects that may vary from bids received or the negotiated construction costs.

Actual construction costs for each project element could be above or below the cost opinions provided depending on several factors including the actual design elements in the final design, specified project materials and equipment, construction phasing, bid method, actual contractor and vendor prices, unforeseen conditions, and the construction market at the time of bidding. The Association for the Advancement of Cost Engineering International's Cost Estimate Classification System (Recommended Practice No. 18R-97) provides expected accuracy ranges for various classifications of project cost estimates. The classifications depend on the level of project definition, with Class 1 being the highest level of definition and Class 5 being the lowest level of definition. The EOPCC will be based on the design deliverables described in this Scope of Services and are considered to be Class 1, defined as having the engineering 65% to 100% complete, with a maximum range of accuracy of -10% to +15%.

Task 7 Deliverables:

- One draft 90% electronic copy of the Construction Bid Drawings and Technical Specifications for the County to review.
- One final 100% electronic copy of the Construction Bid Drawings and Technical Specifications.
- One draft electronic copy of the EOPCC. Final electronic copy of the EOPCC.

Task 8 – Baseline Landfill Expansion Bidding Assistance

Jones Edmunds will provide bidding services to support the County SWD and Procurement staff in solicitating bids for the Baseline Landfill Expansion. We will compile and provide PDFs of all Construction Bid Documents prepared under Task 7. The County will be responsible for distributing the bid package, receiving and logging questions from bidders, and issuing addenda to prospective bidders. The County will keep the plan holders list and prepare and publish the bid tabulation.

Jones Edmunds will assist during the bid process by attending the pre-bid meeting. Although County Procurement will lead the meeting, we will provide a general overview of the project and respond to technical questions related to the Construction Documents.

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Jones Edmunds will assist the County in preparing responses and clarifications to bidder questions and preparing addenda to the bid documents. We assume that a maximum of three addenda will be required during the bidding processes. All responses and proposed revisions will be provided to the County to issue to plan holders.

After bids are received, the County will provide Jones Edmunds with copies of all submitted bid packages. Jones Edmunds will review the bids for completeness and accuracy, check references and project information, and identify any items that may need further clarification from the bidders. All requests for additional information will be routed through the County Procurement staff.

At the conclusion of bid evaluation, Jones Edmunds will provide a letter to the County summarizing the results of the bidding and the bid evaluation.

Task 8 Deliverables

- Draft and Final Addenda in PDF format.
- Bid Review Letter in PDF format.

TASK 9 – EAST PROPERTY SITE DESIGN AND PERMITTING

The East Property Development design will be advanced to the stage where the overall site plan is established, including the layout of access roads, stormwater management features, and future support infrastructure. Establishing the site plan at this stage will provide the foundation for initiating the ERP application, completing the design and permitting of the required railroad crossing, and commencing subsequent land development permitting activities. This level of definition will also allow for coordination with regulatory agencies.

TASK 9.1 – SITE DESIGN AND INFRASTRUCTURE LAYOUT

Jones Edmunds will advance the preliminary site plan to include paving, grading, drainage, and utility design adequate for permit applications discussed below. This effort includes a preliminary analysis of site power and utility requirements to identify large construction cost items and confirm future final design needs.

Draft Preliminary Design Documents will be submitted to SWD for review, followed by a design review meeting with SWD and Jones Edmunds to discuss review comments. Review comments will be incorporated, and Final Preliminary Design Documents will be submitted to SWD.

TASK 9.2 – MARION COUNTY DEVELOPMENT REVIEW

Jones Edmunds will prepare the necessary Site Plan Approval Application with supporting documentation and detailed engineering plans demonstrating compliance with County requirements. We will attend four County meetings to discuss review comments on the Site Plan Approval Application.

Jones Edmunds will schedule and conduct a pre-application meeting with Marion County Planning and Zoning staff to determine land use approval requirements and phasing for the East Property development. Expected application and submittals include:

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- **Conceptual Plan Application:** Conceptual Plans are required for a Planned Urban Development (PUD) zoning amendment and Special Use Permit (SUP) applications.
- **Master Plan Application:** Master Plans are required to be submitted for multi-phase development projects. We expect this application to be required because the East Property will be developed over many years. We expect to develop a development timeline of when each building or landfill infrastructure component will be constructed at the site. The Master Plan will show interconnectivity of roadways and infrastructure to serve the future buildout of the overall site.
- **Mass Grading Plan:** A Mass Grading Plan will be submitted for review as required before a Major Site Plan or Improvement Plan can be submitted. The Mass Grading Plan is required when clearing, earth moving, excavating, or grading the site or portions of the site are intended; this includes temporary or permanent construction of the stormwater ponds, swales, ditches, or piping before other improvements are constructed. When submitting a Mass Grading Plan, the applicant shall adhere to the minimum standards and submittal requirements of the intended future Major Site Plan or Improvement Plan application.
- **Major Site Plan:** The Major Site Plan will have the proposed layout of the new site infrastructure including roadways, utilities, buildings, parking, and connections to infrastructure constructed with the Mass Grading Plan. This will include the proposed phasing of when each component will be constructed as updated from the Master Plan Application submittal.

TASK 9.3 – TRAFFIC ANALYSIS

Jones Edmunds has included a scope and fee for a Traffic Impact Study to be performed by a subconsultant that will be required by Marion County Planning and Zoning for Master Plan approval. The traffic analysis will include a report summarizing the findings of the traffic analysis and the modifications to meet County Land Development review requirements, if needed. This excludes designing improvements since the extent of such improvements is not known at this time.

Task 9 Deliverables:

- 9.1 Draft Preliminary Design Documents. After review comments have been incorporated final Preliminary Design Documents will be submitted to SWD.
- 9.2 Draft Site Plan Approval Application will be submitted to SWD. Following review and comments from SWD, Jones Edmunds will submit the Final site Plan Approval Application to Marion County.
- 9.3 Draft and Final Traffic Impact Study.

TASK 10 – ENVIRONMENTAL RESOURCE PERMITTING

The Baseline Landfill Expansion Phase II and East Property Development will require an ERP. The long-term development of the Baseline Landfill will require much of the stormwater to be managed on the East Property. Therefore, the ERP will propose incorporating the two properties to be permitted together into a single permit and to plan for future stormwater management capacity.

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Jones Edmunds will prepare the ERP modification including associated calculations and drawings for the additional proposed East Property infrastructure and Phase 2 landfill expansion. ERP modeling will be performed using StormWise (formerly ICPR4). Jones Edmunds will design stormwater erosion and sediment-control plans with details of detention ponds and other features. The stormwater storage and conveyance system will have to be upgraded along with the new stormwater system associated with the landfill expansion. Based on our current understanding, a portion of the stormwater from the Baseline site will be re-directed to the East Property to maximize landfill disposal capacity on the Baseline property. A portion of the current yard waste management area in the northwest corner of the Baseline site is intended to be used for future stormwater retainage, which will reduce the size of the retention ponds on the East Property.

The stormwater system will also need to be permitted with Marion County and may have slightly different requirements than the state permitting authority.

The ERP modification application will be submitted to the appropriate permitting authority and will include the following:

- Individual ERP application (FDEP Form 62-343.900(1), *Joint Environmental Resource Permit Application*) addressing the required application parts:
  - Part A: ERP Permit Application Form
  - Part E: ERP Supplemental Information for Works or Other Activities Involving a Water Management System
- An Engineering Report that includes the information, documentation, and calculations required to permit the stormwater management system. This includes the following:
  - Pre-development and post-development basin delineations.
  - Pre-development and post-development stormwater models.
  - Geographic Information System (GIS) maps.
- Electronic copies of the permit application document containing the required documentation and plans. The permit application document will be signed and sealed by a Florida-registered Professional Engineer.

Jones Edmunds will coordinate a pre-application teleconference and additional meeting(s) as needed with FDEP and the Water Management District.

Task 10 Deliverables:

- Electronic copies of the Draft and Final Permit Application documents containing the required documentation and plans. After review comments have been incorporated the final permit application will be submitted to SWD.

TASK 11 – RAILROAD CROSSINGS DESIGN AND PERMITTING

Jones Edmunds will subcontract and coordinate the railroad crossing design and permitting of two railroad crossings across the FNR corridor to connect the existing Baseline Landfill to the East Property. The crossings will include one at-grade vehicle crossing and two below-grade utility crossings. A pre-application meeting with FNR will be conducted to confirm

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application requirements, review design considerations, and understand the permitting process.

A Draft Railroad Crossing Permit Application package will be prepared and submitted to the County for review and approval before formal submittal to FNR.

The railroad permit will cover two distinct crossing areas:

North Crossing – An *active, at-grade vehicle crossing* that will include:

- Private roadway access across the tracks.
- Stormwater conveyance.
- Electrical and communication lines.
- Spare utility ducts for future use.
- Full active warning system including:
  - Crossing gates with flashers.
  - Cantilever-mounted flashers.
  - 6-foot-x-6-foot aluminum signal hut.
  - Two aluminum activation cases (north and south of the crossing).
  - Power supply to all signal devices with a new metered 100-amp electrical service (if required).
  - XP4 system or PSO400/IPI audio frequency track circuits with insulated joints.
  - Integration into the existing signal system.
  - Compliance with MUTCD and AREMA standards.
  - Minimum 25-second warning time using non-electronic bells.

South Crossing – A *below-grade utility crossing* that will include:

- Stormwater conveyance.
- LFG piping.
- Leachate force main.
- Electrical and communication lines.
- Spare conduits for future needs.

Civil, Mechanical, Electrical, and Structural Design Drawings will be prepared and coordinated with the local utility provider to determine power service requirements and final equipment locations.

The Scope of Services includes design and permitting only and excludes equipment installation and operational testing; however, installation support and as-built drawings on completion will be provided. All other design components are FNR's responsibility.

Task 11 Deliverables:

- Electronic files of all Draft Design Drawings and Permit Application package.
- Four hard copies of Final Design Drawings and Permit Application package for County signatures, unless electronic submittals are required or allowed by the agencies. One set of the final documents will be signed and sealed by the Engineers of Record.

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TASK 12 – ELECTRICAL SERVICE MASTER METERING DESIGN AND SCADA

12.1 ELECTRICAL SERVICE MASTER METERING DESIGN

The existing electrical infrastructure within the Baseline Landfill Expansion will be relocated. The current electrical service has been developed incrementally, resulting in the installation of more than 20 separate electric meters across the site. This presents an opportunity to streamline and modernize the system by installing a master electrical metering station to consolidate power distribution. The centralized metering approach would enable future integration with LFG-to-energy systems, allowing the County to self-supply electricity and provide power redundancy in the event of utility outages.

Although the current LFG generation is below commercially viable levels for power production, the relatively modest power needs of the Baseline facility suggest that even small-scale generation could be feasible. The master metering infrastructure will provide the necessary interconnection point for a future LFG-powered generator once sufficient gas volumes are available.

An electrical engineer subconsultant will evaluate the current and future site needs and develop design options for the new location on the East Property. The electrical engineer will perform the following:

- Site Assessment: Assess during one site visit the existing electrical power distribution in the project area. Evaluate the existing interconnect agreement and recommend the best approach for maintaining or providing a future interconnect.
- Electric Utility Coordination: Coordinate with the electric utility to determine the availability 480-volt, 3-phase power. Clarify whether power distribution will be provided by SWD or the utility.
- Design Options: Evaluate and provide design options for new electrical service, including feeder sizing, voltage drop calculations, short circuit analysis, and load summary for the existing and proposed components. Provide design options for branch circuiting and transient voltage surge suppression (TVSS) to the main service.

The electrical engineer will provide site power distribution planning for the East Property, including various new buildings such as administration offices, scale house, citizen services, environmental compliance systems, and additional support facilities such as a citizens recycling center. Power distribution will also be assessed for Baseline Landfill, including the electrical requirements for additional pumps or motors that may be required.

The electrical engineering scope includes coordinating with the electric utility company to verify whether SWD or the Utility company provides the site's power distribution and coordinating with the civil design for exact routing for underground power, SecTER cabinets and/or transformer locations, underground feeder sizing, and whether direct burial cable or PVC conduits with or without duct bank is to be used.

A site plan with building types and rough locations will be designed to properly estimate building loads for sizing the campus electrical load. Scope for SWD-owned medium-voltage distribution would also include designing the underground feeders and Neher–McGrath thermal calculations.

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The report for this work will be submitted in draft form for County review and then finalized following comments and design changes made during the draft report meeting.

12.2 Supervisory Control and Data Acquisition (SCADA), Automation, and Remote Monitoring

To support efficient operation of leachate, gas, and stormwater systems, a SCADA system will be evaluated. This task includes:

- Identify automation and monitoring needs for key infrastructure such as pump stations, tanks, and remote sensors.
- Collaborate with our subconsultants to define the SCADA architecture, controls, and interface requirements.
- Incorporate flexibility to support future expansion and reduce staffing needs for system oversight.

Task 12 Deliverables:

- 12.1 Draft and Final Technical Memorandum summarizing the assessment of the electrical design options.
- 12.2 Draft and Final Report summarizing the proposed design.

Task 13 – East Property Construction Documents

Jones Edmunds will develop civil site development construction drawings and technical specifications for the East Property based on the previously prepared permitting documents. These documents will provide the level of detail necessary for the County to initiate construction activities on the East Property in support of long-term landfill development.

The Construction Drawings will include detailed plans for the following key site infrastructure components:

- Mass grading to establish site elevations and drainage patterns consistent with the permitted design.
- Stormwater management systems including ponds, swales, culverts, and related conveyance structures.
- Utility infrastructure, such as water, sewer, electrical service, communications, and natural gas to support future operations and facilities.
- Perimeter buffer and fencing, including gate locations and access controls.
- Access road design, including the road connection from the perimeter roadway to the scale house and the approach road alignment to the future railroad crossing.

Jones Edmunds will develop the drawings and specifications to construction-level detail suitable for bidding and will comply with applicable local and state development standards. These site improvements represent the foundational elements necessary to support phased build-out of the East Property and the relocation of existing landfill infrastructure.

Jones Edmunds will prepare an EOPCC for the East Property Development. The EOPCC will be based on the Jones Edmunds's staff's professional judgment and experience from similar recent projects that may vary from bids received or the negotiated construction costs.

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Task 13 Deliverables:

- One 90% electronic copy of the Draft Construction Bid Drawings and Technical Specifications for the County to review.
- One 100% electronic copy of the Final Construction Bid Drawing and Technical Specifications.
- One electronic copy of the Draft EOPCC. One electronic copy of the Final EOPCC.

TASK 14 – EAST PROPERTY BIDDING ASSISTANCE

Jones Edmunds will provide bidding services to support the County SWD and Procurement staff in solicitating bids for the East Property site development. We will compile and provide PDFs of all Construction Bid Documents prepared under Task 13. The County will be responsible for distributing the bid package, receiving and logging questions from bidders, and issuing addenda to prospective bidders. The County will keep the plan holders list and prepare and publish the bid tabulation.

Jones Edmunds will assist during the bid process by attending the pre-bid meeting. Although County Procurement will lead the meeting, we will provide a general overview of the project and respond to technical questions related to the Construction Documents.

Jones Edmunds will assist the County in preparing responses and clarifications to bidder questions and preparing addenda to the bid documents. We assume that a maximum of three addenda will be required during the bidding processes. All responses and proposed revisions will be provided to the County to issue to plan holders.

After bids are received, the County will provide Jones Edmunds with copies of all submitted bid packages. Jones Edmunds will review the bids for completeness and accuracy, check references and project information, and identify any items that may need further clarification from the bidders. All requests for additional information will be routed through the County Procurement staff.

At the conclusion of bid evaluation, Jones Edmunds will provide a letter to the County summarizing the results of the bidding and the bid evaluation.

Task 14 Deliverables

- Draft and Final Addenda in PDF format.
- Bid Review Letter in PDF format.

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SCHEDULE

From project initiation, approximately 3 years will be required to develop the Baseline Landfill Expansion and East Property Development and bid construction contracts. Any unforeseen delays or complications in the project could have substantial impacts on the schedule and will be immediately discussed with the County. Jones Edmunds will develop a Gantt chart with critical path schedule that will be updated monthly throughout the project and provided to the County to help monitor the project status. The proposed schedule for the Baseline Landfill Expansion and East Property Development project is as follows:

Task	Duration	Cumulative
Notice to Proceed	0	0
Task 1: Project Management	1095	1095
Task 2: Field Investigations and Laboratory Testing	360	360
Task 3: Cell III-A, III-B, and III-C Reconfiguration Evaluation and Minor Permit Modification	270	270
Task 4: Leachate Storage and Gas Control System Relocation	360	360
Task 5: Urban Cell Reconfiguration	270	270
Task 6: Baseline Landfill Expansion Permitting	810	810
Task 7: Baseline Landfill Expansion Construction Documents	180	810
Task 8: Baseline Landfill Expansion Bidding Assistance	180	990
Task 9: East Property Site Design and Permitting	540	660
Task 10: Environmental Resource Permitting	360	660
Task 11: Railroad Crossing Design and Permitting	180	180
Task 12: Electrical Service Master Metering Design and SCADA	180	880
Task 13: East Property Construction Documents	180	1,040
Task 14: East Property Bidding Assistance	180	1,220

Note: TBD = To be Determined.

FEE ESTIMATE

Jones Edmunds proposes to complete the Scope of Services as detailed above for a time-and-materials amount not-to-exceed $5,081,782 as outlined in Exhibit B (attached).

The fee estimate includes a 5% contingency that may be used at the County's discretion. The contingency fee may be allocated with written approval SWD and documentation of the changes to the Scope of Services.

EXCLUSIONS AND CONDITIONS

The following items are specific exclusions and conditions of this Scope of Services. Excluded items may be provided as additional services.

- Permit application fees are excluded from this Scope of Services and Fee Estimate. We estimate that fees for the FDEP solid waste facility construction/operation permit and the ERP will total approximately $25,000 and will be paid directly by the County.

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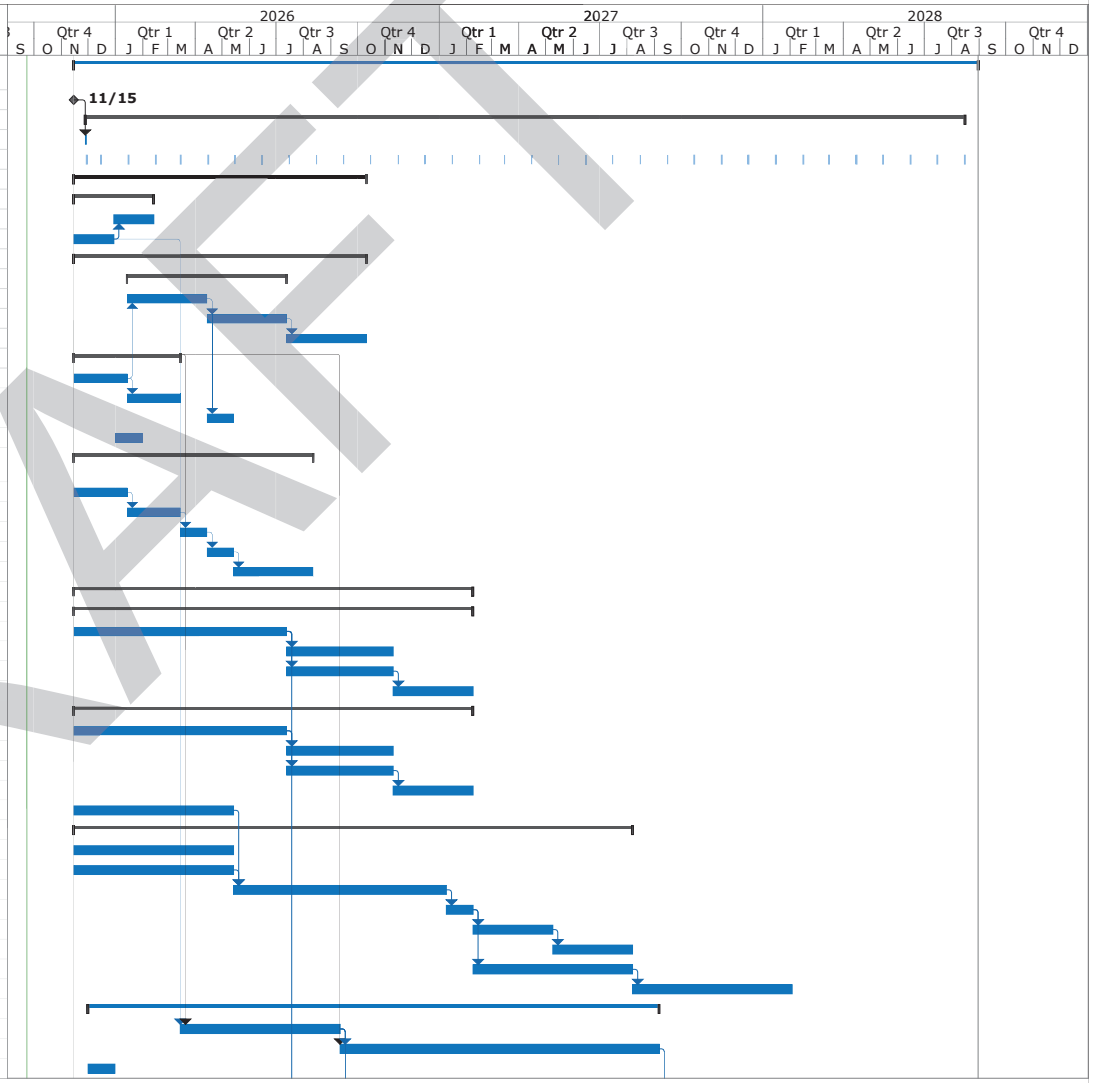
- This Scope of Services excludes a construction dewatering plan or permit. Based on the elevations of the groundwater table, we assume that these items will not be required.
- We assume that the project does not impact or require mitigation for floodplains, wetlands, navigable water, endangered or threatened species, and/or historical or cultural resources.
- The Scope of Services excludes designing leachate pre-treatment facilities.
- Demolition of existing infrastructure within the limits of development will be included in the Construction Drawings.
- Design of buildings and office space is excluded from this Scope of Services.
- The County's Front-End Documents (Contract and General Conditions) will be used.
- The Baseline Landfill Development East Property Development is assumed to be progressed concurrently with the Baseline Landfill Development. The ERP for both properties will be combined and is included in this Scope of Services.
- This Scope of Services excludes preparing the groundwater monitoring, sampling, or analysis required for facility operations.
- We assume that the project does not require an application to the US Army Corps of Engineers (USACE) based on the assumption that the project does not impact wetlands or navigable waters. Wetland mitigation design and permitting are excluded.
- The quantities, labor hours, subconsultant fees, and reimbursable expenses listed in the Fee Estimate are intended as documentation and justification for the total cost of the project. Deviations or changes in the quantities, labor hours, subconsultant fees, and reimbursable expenses within a task may be requested by Jones Edmunds in writing to the SWD Project Manager with justification. The County, on review of these changes by the SWD Project Manager, may approve or deny these adjustments.
- The schedules listed in this Scope of Services highly depend on permitting authority review timelines and are therefore just proposed. The schedule will be discussed at least monthly with the SWD Project Manager, and the exact submittal dates will be adjusted and agreed on as needed.

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BASELINE LANDFILL EXPANSION AND EAST PROPERTY DEVELOPMENT DESIGN AND PERMITTING SCHEDULE

JonesEdmunds

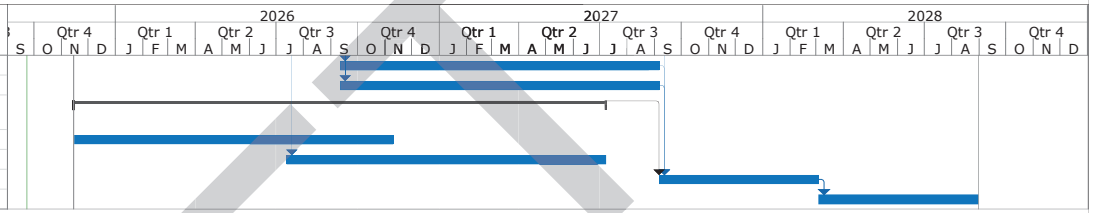
ID	Task Name	Duration	Start	Finish
1	**Baseline Landfill Expansion and East Property Development Design and Permitting**	**1020 days**	**Sat 11/15/25**	**Wed 8/30/28**
2	Notice to Proceed	0 days	Sat 11/15/25	Sat 11/15/25
3	**Task 1 - Project Management**	**992 days**	**Fri 11/28/25**	**Tue 8/15/28**
4	Project Kickoff Meeting	1 day	Fri 11/28/25	Fri 11/28/25
5	Monthly Progress Meetings	991 days	Sat 11/29/25	Tue 8/15/28
40	**Task 2 - Field Investigations and Laboratory Testing**	**330 days**	**Sat 11/15/25**	**Sat 10/10/26**
41	2.1 Surveying* (NV5)	90 days	Sat 11/15/25	Thu 2/12/26
42	2.2.1 Baseline	45 days	Tue 12/30/25	Thu 2/12/26
43	2.2.2 East Property	45 days	Sat 11/15/25	Mon 12/29/25
44	2.2 Subsurface and Geotechnical Investigations* (Geohazards)	330 days	Sat 11/15/25	Sat 10/10/26
45	Baseline - Phase II	180 days	Wed 1/14/26	Sun 7/12/26
46	Field investigations	90 days	Wed 1/14/26	Mon 4/13/26
47	Laboratory Testing and Reporting	90 days	Tue 4/14/26	Sun 7/12/26
48	Remediation Plan* (Ardaman)	90 days	Mon 7/13/26	Sat 10/10/26
49	East Property	120 days	Sat 11/15/25	Sat 3/14/26
50	Field Investigations	60 days	Sat 11/15/25	Tue 1/13/26
51	Laboratory Testing and Reporting	60 days	Wed 1/14/26	Sat 3/14/26
52	McKay Dump, Yard Waste, Clean Fill	30 days	Tue 4/14/26	Wed 5/13/26
53	2.3 Jurisdictional Wetland and Listed Species Assessment	30 days	Thu 1/1/26	Fri 1/30/26
54	**Task 3 - Cell III-A, III-B, and III-C Reconfiguration Evaluation and Minor Permit Modification**	**270 days**	**Sat 11/15/25**	**Tue 8/11/26**
55	3.1 Design Coordination and Fill Sequencing	60 days	Sat 11/15/25	Tue 1/13/26
56	3.2 Permit Modification	60 days	Wed 1/14/26	Sat 3/14/26
57	FDEP Review	30 days	Sun 3/15/26	Mon 4/13/26
58	Request for Additional Information and Permit Support	30 days	Tue 4/14/26	Wed 5/13/26
59	FDEP Determine Agency Action	90 days	Thu 5/14/26	Tue 8/11/26
60	**Task 4 - Leachate Storage and Gas Control System Relocation**	**450 days**	**Sat 11/15/25**	**Sun 2/7/27**
61	**4.1 Leachate Storage Facility**	**450 days**	**Sat 11/15/25**	**Sun 2/7/27**
62	Design	240 days	Sat 11/15/25	Sun 7/12/26
63	Permitting	120 days	Mon 7/13/26	Mon 11/9/26
64	Bid Documents	120 days	Mon 7/13/26	Mon 11/9/26
65	Bidding Assistance	90 days	Tue 11/10/26	Sun 2/7/27
66	**4.2 Gas Control System**	**450 days**	**Sat 11/15/25**	**Sun 2/7/27**
67	Design	240 days	Sat 11/15/25	Sun 7/12/26
68	Permitting	120 days	Mon 7/13/26	Mon 11/9/26
69	Bid Documents	120 days	Mon 7/13/26	Mon 11/9/26
70	Bidding Assistance	90 days	Tue 11/10/26	Sun 2/7/27
71	**Task 5 - Urban Cell Reconfiguration**	**180 days**	**Sat 11/15/25**	**Wed 5/13/26**
72	**Task 6 - Baseline Landfill Expansion Design and Permitting**	**630 days**	**Sat 11/15/25**	**Fri 8/6/27**
73	6.1 Preliminary Design	180 days	Sat 11/15/25	Wed 5/13/26
74	6.2 Site Infrastructure Demo Design	180 days	Sat 11/15/25	Wed 5/13/26
75	6.3 Solid Waste Permit Application	240 days	Thu 5/14/26	Fri 1/8/27
76	FDEP Review	30 days	Sat 1/9/27	Sun 2/7/27
77	6.4 Request for Additional Information and Permit Support	90 days	Mon 2/8/27	Sat 5/8/27
78	FDEP Determine Agency Action	90 days	Sun 5/9/27	Fri 8/6/27
79	**Task 7 - Baseline Landfill Expansion Construction Documents**	**180 days**	**Mon 2/8/27**	**Fri 8/6/27**
80	**Task 8 - Baseline Landfill Expansion Bidding Assistance**	**180 days**	**Sat 8/7/27**	**Wed 2/2/28**
81	**Task 9 - East Property Site Design and Permitting**	**644 days**	**Mon 12/1/25**	**Sun 9/5/27**
82	9.1 Site Design and Infrastructure Layout (Tillman)	180 days	Sun 3/15/26	Thu 9/10/26
83	9.2 Marion County Development Review (Tillman)	360 days	Fri 9/11/26	Sun 9/5/27
84	9.3 Traffic Analysis (Tillman)	30 days	Mon 12/1/25	Tue 12/30/25



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BASELINE LANDFILL EXPANSION AND EAST PROPERTY DEVELOPMENT DESIGN AND PERMITTING SCHEDULE

ID	Task Name	Duration	Start	Finish
85	**Task 10 - Environmental Resource Permitting**	**360 days**	**Fri 9/11/26**	**Sun 9/5/27**
86	**Task 11 - Railroad Crossing Design and Permitting (TY Lin)**	**360 days**	**Fri 9/11/26**	**Sun 9/5/27**
87	**Task 12 - Electrical Service Master Metering Design and SCADA (SCS)**	**600 days**	**Sat 11/15/25**	**Wed 7/7/27**
88	12.1 Master Metering	360 days	Sat 11/15/25	Mon 11/9/26
89	12.2 SCADA	360 days	Mon 7/13/26	Wed 7/7/27
90	**Task 13 - East Property Constuction Documents**	**180 days**	**Mon 9/6/27**	**Fri 3/3/28**
91	**Task 14 - East Property Bidding Assistance**	**180 days**	**Sat 3/4/28**	**Wed 8/30/28**



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EXHIBIT B

BASELINE LANDFILL EXPANSION AND EAST PROPERTY DEVELOPMENT DESIGN AND PERMTTING
FEE ESTIMATE

JonesEdmunds

Task	Description	Hours														Fee			
		Project Officer	Chief Engineer or Scientist	Senior Engineer	Senior Scientist	Project Engineer	Engineer or Scientist	Engineer Intern	Senior CADD Designer	Senior CADD Technician	GIS Analyst	Senior Field Tech. Env.	Senior Admin. Assist.	Senior Technical Editor	Total Hours	Labor Fee	Other Direct Costs	Sub-consultant	Total Fee
		$ 240	$ 240	$ 240	$ 185	$ 200	$ 145	$ 120	$ 130	$ 105	$ 110	$ 110	$ 110	$ 150					
1	**Project Management and Project Meetings**																		
	Project Kickoff Meeting	2	8	8	8	4	4	8	8	4	-	-	4	-	58	$ 10,040	$ 200	$ -	$ 10,240
	Progress Review Meetings (36 months)	36	144	-	8	-	-	144	-	-	-	-	72	-	404	$ 69,880	$ 1,800	$ 29,802	$ 101,482
	Subtotal Task 1	38	152	8	16	4	4	152	8	4	-	-	76	-	462	$ 79,920	$ 2,000	$ 29,802	$ 111,722
2	**Field Investigations and Laboratory Testing**																		
2.1	Survey (NV5)	-	24	-		-	-	40	80	-	-	-	8	-	152	$ 21,840	$ 200	$ 261,625	$ 283,665
2.2	Subsurface and Geotechnical Investigations (GeoHazards)	-	40	80	-	-	40	40	40	-	-	200	-	-	440	$ 66,600	$ 2,000	$ 728,510	$ 797,110
	Geotechnical Remediation Assessment and Recommendations (Ardaman)	-	40	160	-	-	40	40	80	-	-	-	-	-	360	$ 69,000	$ -	$ 172,500	$ 241,500
	Field Investigations Urban and Cells III-A, III-B, and III-C (Sullivan)	-	24	36	-	-	-	120	-	8	16	-	-	-	204	$ 31,400	$ 2,000	$ 115,000	$ 148,400
2.3	Jurisdictional Wetland and Surface Water Delineation and Listed Species Assessment	-	8	-	32	-	48	4	4	-	8	-	-	-	104	$ 16,680	$ 400	$ -	$ 17,080
	Subtotal Task 2	-	136	276	32	-	128	244	204	8	24	200	8	-	1,260	$ 205,520	$ 4,600	$ 1,277,635	$ 1,487,755
3	**Cell III-A, III-B, and III-C Reconfiguration Evaluation and Minor Permit Modification**																		
3.1	Design Coordination and Filling Sequencing	-	16	40	-	-	8	80	80	40	-	-	16	4	284	$ 41,160	$ 200	$ 42,849	$ 84,209
3.2	Permit Modification	-	24	40	-	40	16	80	40	40	8	-	24	4	316	$ 48,800	$ -	$ -	$ 48,800
	Subtotal Task 3	-	40	80	-	40	24	160	120	80	8	-	40	8	600	$ 89,960	$ 200	$ 42,849	$ 133,009
4	**Leachate Storage and Gas Control System Relocation**																		
4.1	Leachate Storage Facility																		
	Basis of Design		16	24	-	40	-	80	60	40	-	-	8	2	270	$ 40,380	$ -	$ -	$ 40,380
	Design and Permitting	-	40	80	-	80	160	160	160	80	-	-	16	4	780	$ 118,760	$ -	$ -	$ 118,760
	Bid Documents	-	40	120	-	80	160	80	120	80	-	-	24	8	712	$ 115,040	$ -	$ -	$ 115,040
	Bidding Assistance	-	16	40	-	40	-	40	40	-	-	-	8	2	186	$ 32,620	$ 200	$ -	$ 32,820
	Subtotal Task 4.1	-	112	264	-	240	320	360	380	200	-	-	56	16	1,948	$ 306,800	$ 200	$ -	$ 307,000
4.2	Landfill Gas Control System																		
	Basis of Design	-	8	20	-	-	-	40	-	-	-	-	-	-	68	$ 11,520	$ -	$ -	$ 11,520
	Design and Permitting (SCS)	-	24	40	-	-	80	40	-	-	-	-	-	-	184	$ 31,760	$ -	$ 88,648	$ 120,408
	Title V Air Permitting (SCS)	-	16	24	-	-	-	40	-	-	-	-	-	-	80	$ 14,400	$ -	$ 52,946	$ 67,346
	Bid Documents	-	8	16	-	-	-	40	-	-	-	-	-	-	64	$ 10,560	$ -	$ -	$ 10,560
	Bidding Assistance	-	8	8	-	-	-	40	-	-	-	-	-	-	56	$ 8,640	$ 200	$ -	$ 8,840
	Subtotal Task 4.1	-	64	108	-	-	80	200	-	-	-	-	-	-	452	$ 76,880	$ 200	$ 141,594	$ 218,674
	Subtotal Task 4	-	176	372	-	240.00	400	560	380	200	-	-	56	16	2,400	$ 383,680	$ 400	$ 141,594	$ 525,674
5	**Urban Cell Reconfiguration**	-	40	80	-	-	-	160	120	80	20	-	8	2	510	$ 75,080	$ 200	$ 24,438	$ 99,718
	Subtotal Task 5	-	40	80	-	-	-	160	120	80	20	-	8	2	510	$ 75,080	$ 200	$ 24,438	$ 99,718
6	**Baseline Landfill Expansion Design and Permitting**																		
6.1	Preliminary Design	2	80	160	-	-	80	160	120	40	-	-	16	4	662	$ 111,040	$ 200	$ 18,745	$ 129,985
6.2	Site Infrastructure Demolition Design	2	40	80	-	-	40	80	80	80	-	-	16	4	422	$ 65,840	$ 200	$ -	$ 66,040
6.3	Solid Waste Permit Application	4	200	360	-	80	120	440	300	200	80	-	80	16	1,880	$ 301,560	$ 200	$ 46,000	$ 347,760
6.4	Request for Additional Information and Permit Support	-	40	40	-	40	40	80	40	40	-	-	16	4	340	$ 54,360	$ 200	$ -	$ 54,560
	Subtotal Task 6	8	360	640	-	120	280	760	540	360	80	-	128	28	3,304	$ 532,800	$ 800	$ 64,745	$ 598,345

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EXHIBIT B

BASELINE LANDFILL EXPANSION AND EAST PROPERTY DEVELOPMENT DESIGN AND PERMTTING FEE ESTIMATE

JonesEdmunds

Task	Description	Hours														Fee			
		Project Officer	Chief Engineer or Scientist	Senior Engineer	Senior Scientist	Project Engineer	Engineer or Scientist	Engineer Intern	Senior CADD Designer	Senior CADD Technician	GIS Analyst	Senior Field Tech. Env.	Senior Admin. Assist.	Senior Technical Editor	Total Hours	Labor Fee	Other Direct Costs	Sub-consultant	Total Fee
		$ 240	$ 240	$ 240	$ 185	$ 200	$ 145	$ 120	$ 130	$ 105	$ 110	$ 110	$ 110	$ 150					
7	**Baseline Landfill Expansion Construction Documents**																		
7.1	Construction Bid Plans	4	80	80	-	20	24	120	240	200	-	-	-	-	768	$ 113,440	$ 200	$ 7,268	$ 120,908
7.2	Construction Specifications	4	40	80	-	20	24	120	80	-	-	-	60	16	444	$ 71,040	$ 200	$ -	$ 71,240
7.3	Engineer's Opinion of Probable Construction Cost	4	40	40	-	20	80	80	-	-	-	-	-	-	264	$ 45,360	$ -	$ -	$ 45,360
	Subtotal Task 7	12	160	200	-	60	128	320	320	200	-	-	60	16	1,476	$ 229,840	$ 400	$ 7,268	$ 237,508
8	**Baseline Landfill Expansion Bidding Assistance**	-	80	40	-	-	40	80	40	20	-	-	40	-	340	$ 55,900	$ 400	$ 10,925	$ 67,225
	Subtotal Task 8	12	80	40	-	-	40	80	40	20	-	-	40	-	340	$ 55,900	$ 400	$ 10,925	$ 67,225
9	**East Property Site Design and Permitting**																		
9.1	Site Design and Infrastructure Layout (Tillman)	2	40	80	-	-	-	40	120	-	-	-	-	-	282	$ 49,680	$ 400	$ 511,164	$ 561,244
9.2	Marion County Development Review (Tillman)	-	40	40	-	-	-	40	40	-	-	-	-	-	160	$ 29,200	$ -	$ -	$ 29,200
9.3	Traffic Analysis (Tillman)	-	8	-		16	-	16	8	-	-	-	-	-	48	$ 8,080		$ -	$ 8,080
	Subtotal Task 9	2	88	120	-	16	-	96	168	-	-	-	-	-	490	$ 86,960	$ 400	$ 511,164	$ 598,524
10	**Environmental Resource Permitting**	2	40	24	-	80	160	160	160	80	40	-	40	16	802	$ 114,640	$ -	$ -	$ 114,640
	Subtotal Task 10	2	40	24	-	80	160	160	160	80	40	-	40	16	802	$ 114,640	$ -	$ -	$ 114,640
11	**Railroad Crossing Design and Permitting**	-	40	80	-	40	40	80	40	-	-	-	-	-	320	$ 57,400	$ -	$ 505,437	$ 562,837
	Subtotal Task 11	-	40	80	-	40	40	80	40	-	-	-	-	-	320	$ 57,400	$ -	$ 505,437	$ 562,837
12	**Electrical Service Evaluation and Design**																		
12.1	Master Metering (SCS)	-	24	24	-	-	-	-	24	-	-	-	-	-	72	$ 14,640	$ -	$ 41,527	$ 56,167
12.2	SCADA (SCS)	-	24	40	-	-	-	40	-	-	-	-	-	-	104	$ 20,160	$ -	$ 113,160	$ 133,320
	Subtotal Task 12	-	48	64	-	-	-	40	24	-	-	-	-	-	176	$ 34,800	$ -	$ 154,687	$ 189,487
13	**East Property Construction Documents**																		
	Construction Bid Plans and specifications	2	24	40	-	-	24	80	40	-	-	-	40	16	266	$ 40,920	$ -	$ -	$ 40,920
	Engineer's Opinion of Probable Construction Cost	-	20	40	-	-	24	40	-	-	-	-	-	-	124	$ 22,680	$ -		$ 22,680
	Subtotal Task 13	2	44	80	-	-	48	120	40	-	-	-	40	16	390	$ 63,600	$ -	$ -	$ 63,600
14	**East Property Bidding**	2	24	40	-	40	20	80	40	-	-	-	-	-	246	$ 41,540	$ 200	$ -	$ 41,740
	Subtotal Task 14	2	24	40	-	40	20	80	40	-	-	-	-	-	246	$ 41,540	$ 200	$ -	$ 41,740
	Contingency																		$ 250,000
Total Baseline Landfill Expansion and East Property Development		**78**	**1,428**	**2,104**	**48**	**640**	**1,272**	**3,012**	**2,204**	**1,032**	**172**	**200**	**496**	**102**	**12,776**	**$ 2,051,640**	**$ 9,600**	**$ 2,770,544**	**$ 5,081,784**

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Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21145 **Agenda Date:** 11/4/2025 **Agenda No.:** 7.5.13.

SUBJECT:
Request Approval of Selection Committee Recommendation: 25Q-153 Building Safety Plan Review and Inspection Services - CAP Government, Inc., Coral Gables, FL (Budget Impact - None)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On behalf of the Marion County Building Safety Department, a Request for Qualifications was advertised to contract with a qualified firm capable of providing commercial, residential, and accessory structure plan review and inspection services for structures in which permits have been applied for or issued by the County. Three submittals were received, evaluated, and scored by Selection Committee members Chuck Brown, Jared Goodspeed, and Michael Biganzoli. All three firms were shortlisted to participate in presentations; however, one firm was disqualified for failure to appear. The Selection Committee's final ranking is shown below:

Firm - *Location*	**Rank**
CAP Government, Inc. - *Coral Gables, FL*	1
Beryl Project Engineering, LLC - *Tampa, FL*	2

The Selection Committee recommends awarding a contract to the highest-ranking firm, CAP Government, Inc. (CAP). CAP has previously provided successful services for the Building Safety Department. Approximately 25% of the department's plan review service is anticipated to be performed by CAP and another already onboard firm.

Attached for review is the draft contract. Upon approval at today's meeting, it will be sent to CAP as written. Once executed by CAP, the contract will be forwarded to the County Attorney, Clerk, and Chairman for final signatures.

BUDGET/IMPACT:
None. Projects assigned that exceed $50,000 will be presented to the Board as separate task orders, each accompanied by a detailed scope and fee schedule for review and approval.

RECOMMENDED ACTION:
Motion to approve Selection Committee recommendation and allow staff to issue, and upon approval from Legal, authorize the Chairman and Clerk to execute the contract with CAP Government, Inc. under 25Q-153.

AGREEMENT BETWEEN COUNTY AND PROFESSIONAL SERVICES FIRM

This Agreement Between County and Professional Services 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 **CAP Government A Bureau Veritas Company**, located at 343 Almeria Avenue, Coral Gables, FL 33134, possessing FEIN# 65-0121594 (hereinafter referred to as "FIRM") under seal for the Building Safety Plan Review and Inspection 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. The contract between COUNTY and FIRM, of which this Agreement is part, consists of the Contract Documents. This Agreement approved by the Board of County Commissioners 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 #25Q-153 - Building Safety Plan Review and Inspection Services, the Offer, Scope and/or Specifications, any/all Addenda as issued in support of this Solicitation and any/all Exhibits defined herein, and Certificates 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 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. 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 FIRM.

Section 4 - Term. This Agreement shall commence upon Board approval and be effective through November 30, 2028. Two (2) additional one (1) year renewals are available upon mutual agreement and approval of the Board. ("Term") **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence. Work associated with any Task Order 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 will proceed in a timely manner without delays

Section 5 – Scope of Services. As per specifications and requirements of RFQ 25Q-153 Building Safety Plan Review and Inspection Services, FIRM shall provide complete Professional Services as stated in the Scope of Work, Exhibit A, hereto, "the Work." Individual projects shall be assigned to FIRM, as required by COUNTY (Task Orders), shall be of varied size and complexity and may include but not limited to those services outlined in the RFQ. Task Orders which exceed $50,000 shall be additionally subject to final review and approval by the Board of County Commissioners (BCC). Task Orders will be in line with CCNA thresholds that are in effect at the time they are assigned. Smaller projects may be assigned a purchase order (PO) only, however a fee schedule and scope of work is required with each task assigned under this contract.

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Section 6 – Compensation. COUNTY shall make payment to FIRM under COUNTY's established procedure, and per rate classification and hourly fee schedule identified below, EXHIBIT - B (the "Agreement Price"),

DESCRIPTION	HOURLY RATE
Plans Reviewer	$110
Building Inspector	$95
Permit Tech	$60

There shall be no provisions for pricing adjustments during the Term. Not more frequently than monthly, unless otherwise agreed in writing by FIRM and COUNTY, shall FIRM submit an invoice to COUNTY requesting payment for services properly rendered and reimbursement for Reimbursable Expenses, if provided in the Contract Documents, due hereunder. FIRM's invoice shall describe with reasonable particularity each service rendered, the person(s) rendering the service, and their billing rate. FIRM's invoice shall be accompanied by reasonable documentation or data in support of Reimbursable Expenses for which reimbursement is sought as COUNTY may require. If payment is requested for services by FIRM, the invoice shall bear the signature of FIRM, which signature shall constitute FIRM's representation to COUNTY that the services indicated in the invoice have been properly and timely performed as required herein, that the Reimbursable Expenses included in the invoice have been reasonably incurred, that all the obligations of FIRM covered by prior invoices have been paid in full, and that, to the best of FIRM's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to FIRM that payment of any portion thereof should be withheld. Submission of FIRM's invoice for final payment and reimbursements shall further constitute FIRM's representation to COUNTY that, upon receipt from COUNTY of the amount invoiced, all obligations of FIRM to others, including its consultants, incurred in connection with the Project, will be paid in full forthwith.

Section 7 – Assignment. FIRM may not 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, 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 9 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 10 – Books and Records. FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel and records of Reimbursable Expenses. 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 11 – 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;

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- 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 12 – Indemnification, pursuant to Section 725.08, F.S. FIRM shall indemnify COUNTY and its elected officials and employees against, and hold COUNTY and its elected officials and employees harmless from, all liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, which COUNTY or its elected officials and employees may sustain, or which may be asserted against COUNTY or its elected officials and employees, arising out of the negligence, recklessness, or intentionally wrongful conduct of FIRM and other persons employed or utilized by FIRM, in the performance of the Agreement, including but not limited to property damage, harm or personal injury, including death, to the extent allowed by Section 725.08, F.S., and to the extent that the services rendered pursuant to the Agreement were services of a "Design Professional" as defined in Section 725.08(4), F.S. 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. 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 $500,000 combined single limit each accident.

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- 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.

PROFESSIONAL LIABILITY INSURANCE with limits of not less than $1,000,000 per occurrence and $2,000,000.00 annual aggregate. Higher limits may be required for projects valued in excess of $5,000,000. Projects $5,000,000 or more will need to be reviewed by COUNTY's Risk and Benefit Services Department to determine appropriate Professional Liability limits. The policy must be maintained by FIRM for the duration of the Project. If the policy is written on a claims-made basis, FIRM must maintain the policy for a minimum of 5 years following the completion of the Project.

Section 14 – 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 15 – 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 the work 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 16 – 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 17 – 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 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 solicitation/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.

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 Contract 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 Contract.

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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.
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 Contract 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 Contract with FIRM, FIRM may not be awarded a public contract 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 Contract 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 Contract and COUNTY may treat a failure to comply as a material breach of this Contract.

Section 20 – 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.

Section 21 – Truth in Negotiation. FIRM warrants that the wage rates and other factual unit costs supporting the compensation to FIRM under this Agreement are accurate, complete and current at the time of contracting. In addition, FIRM understands and agrees that the original Agreement Price and any additions thereto will be adjusted to exclude any significant sums by which COUNTY determines the Agreement Price was increased due to

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inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one year following the end of this Agreement.

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

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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 – 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 25 - FIRM's Basic Duties. By executing this Agreement, FIRM represents to COUNTY that FIRM is professionally qualified to act in the professional capacity for the Project and is licensed to practice by all public entities having jurisdiction over FIRM and the Project. FIRM further represents to COUNTY that it will maintain all necessary licenses, permits or other authorizations necessary to act as the professional representative for the Project until its remaining duties hereunder have been satisfied. FIRM assumes full responsibility to COUNTY for the improper acts and omissions of its consultants or others employed or retained by FIRM in connection with the Project. Execution of this Agreement by FIRM constitutes a representation that it will become familiar with the Project site and the local conditions under which the Project is to be implemented.

Section 26 – Prohibition Against Contingent Fees. The Engineer warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, or individual firm, other than a bona fide employee working solely for the Engineer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

Section 27 - Bidding/Negotiation Services. FIRM shall assist COUNTY or Construction Manager in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. Services performed in this phase include reviewing agency submittals and review for permitting.

Section 28 - Construction Administration Services. As a representative of COUNTY, FIRM in conjunction with COUNTY's project management team shall visit the Project site at intervals appropriate to the stage of the FIRM's operations, or as otherwise agreed with COUNTY to become generally familiar with and to keep COUNTY informed about the progress and quality of the portion of the Work completed. FIRM shall determine in general if the Work is being performed in a manner that would indicate that the Work, when fully completed, will be in accordance with this Agreement.

Section 29 - COUNTY's Right to Withhold Payment. In the event that COUNTY in its sole judgment becomes credibly informed that any representations of FIRM are wholly or partially inaccurate, COUNTY may withhold payment of sums then or in the future equal to the amount of the inaccuracy, otherwise due to FIRM until the inaccuracy, and the cause thereof, is corrected to COUNTY's reasonable satisfaction.

Section 30 - Use and Ownership of Documents. The drawings, specifications and other documents or things prepared by FIRM for the Project shall become and be the sole property of COUNTY. FIRM shall be permitted to retain copies thereof for its records and for its future professional endeavors. Such drawings, specifications, and other documents or things are not intended by FIRM for use on other projects by COUNTY or others. COUNTY shall not reuse or make any modifications to the drawings, specifications, and other documents without prior written authorization of FIRM.

Section 31 – Firm Conduct: These Guidelines govern FIRM while doing work on COUNTY property, as well as FIRM's employees, agents, consultants, and others on COUNTY property in connection with the FIRM's work or at the 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 32 – 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 33 – 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 34 – 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. FIRM's and COUNTY's representatives and addresses for notice purposes are:

FIRM: CAP Government A Bureau Veritas Company
343 Almeria Avenue, Coral Gables, FL 33134
CONTACT PERSON: Carlos del Pino | Phone: 954-931-2601

COUNTY: Marion County Building Safety
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:

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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: carlos.del-pino@bureauveritas.com and kathleen.croteau@bureauveritas.com. Designation signifies FIRM's election to accept notices solely by e-mail.

Section 35 – 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 36 – 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.**

[Remainer of page intentionally left blank. Signature page to follow]

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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

KATHY BRYANT DATE
CHAIRMAN

BCC APPROVED: November 4, 2025
25Q-153 | Building Safety Plan Review and Inspection Services

CAP GOVERNMENT A BUREAU VERITAS COMPANY

BY: DATE

PRINTED:

ITS: (TITLE)

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EXHIBIT A
SCOPE OF WORK

This contract is for plans review and inspection services on an as needed and ongoing basis to perform commercial, residential and accessory structure plan reviews and inspection for structures in which permits have been applied for or issued by the County. The Contractor will act as an independent Contractor on an as-needed basis and not as an employee of the County.

1.1. Qualification of Personnel

A. Plans Examiners

Each plans examiner must maintain a current, active license from the State of Florida Department of Business and Professional Regulation in the trade category they are reviewing.

B. Inspectors

Each inspector must maintain a current, active license from the State of Florida, Department of Business and Professional Regulation in one or more of the following categories:

- 1 & 2 Family Dwelling Inspector License;
- Building Inspector License;
- Building plus One Trade (Electrical, Mechanical, or Plumbing) Inspector License;
- Building, 1 & 2 Family Dwelling, Electrical, Mechanical, and Plumbing Inspector License.

C. Duties of Plans Examiners or Inspectors may be completed by an Architect or Engineer registered with the State of Florida.

1.2. Responsibilities of Contractor

A. Review and process construction plans for issuance of building permits on an as needed basis. Inspection and plans review services must include, but not be limited to building, roofing, mechanical (HVAC), plumbing, structural, electrical, as well as providing all administrative documentation as required by the County. All reviews must be verified for compliance with the current Florida Building Code, National Electric Code, County codes and ordinances and permitted plans and specifications.

B. Inspect permitted construction within the County for compliance with the current Florida Building Code, National Electric Code, County codes and ordinances and permitted plans and specifications.

Marion County Currently Authorizes the following inspections to be conducted via Remote Video Inspection (RVI) methods.

[See next page]

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Inspection Code	Inspection Type
108	Final Structural
113	Framing
118	Wire Lath
125	Flatwork Pre-Pour
151	Roofing Deck Nailing
152	Roofing Dry-In/In-Progress
153	Roofing Final
210	Electric Underground
212	Ceiling Grid / Electric
240	Final Irrigation
241	Final Plumbing
260	Final Mech/Gas
261	Final Gas
267	Concealed Fastener Inspection

C. Prepare and deliver to Marion County written reports of inspections and other reports as may be reasonably requested by the Department. High quality electronic copies are acceptable; file type must be compatible with Marion County inspection forms and processes must be used as well as entering information into the software used by the Building Safety Department. All Reports must be signed, dated, and reference applicable codes and ordinances.

D. Contact Contractors, architects, engineers and citizens about construction projects, code questions and other concerns.

E. As workload expands it is expected that the workforce will be increased so that scheduled daily inspections are completed that day. As workload varies, it is expected that the Contractor's workforce is adjusted in a like manner so that scheduled daily inspections are completed each day.

F. Perform these duties during normal business hours of 8:00 AM to 5:00 PM, Monday through Friday, or as may be altered with mutual agreement.

G. A representative of the Contractor must attend one (1) monthly meeting with the County Building Official or Deputy Building Official to maintain consistency; attendance will be at no additional cost to the County.

H. Establish and maintain an internal quality assurance process to ensure compliance with all applicable codes, statutes, and ordinances.

I. Establish corrective action plans in the event of identification of recurring work quality issues.

1.3. Insurance Requirements

During the life of the Agreement, the Contractor shall provide, pay for and maintain insurance of the types and in the amounts described herein. All such insurance shall be provided by responsible companies with A.M. Best ratings of A- or better authorized to transact business in the State of Florida, and which are satisfactory to the County. Self-insured companies that cannot be rated will also be considered.

The insurance coverage and limits required of the Contractor under the Contract Documents are designed to meet the minimum requirements of the County. They are not designed as a recommended insurance program for the Contractor. Contractor shall be responsible for the sufficiency of its own insurance program. Should the

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Contractor have any questions concerning its exposure to loss under the Contract Documents or the insurance coverage needed therefore, it should seek professional assistance.

Should the Contractor fail to maintain the insurance coverage required by the Contract Documents, the County may, at its option, either terminate this Agreement for default or procure and pay for such coverage, charge the Contractor for and deduct the costs of the same from payments due to the Contractor.

The amount of such insurance shall not be less than:

Workers' Compensation and Employer's Liability - Florida Statutory Requirements

$100,000.00 Limit Each Accident
$100,000.00 Limit Disease Each Employee
$500,000.00 Limit Disease Aggregate

The 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 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 Insurance.

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

Professional Liability Insurance.

$1,000,000 each occurrence
$2,000,000 aggregate

Business Automobile Liability

Coverage shall be maintained by the Contractor as to the ownership, maintenance, and use all of its owned, non-owned, leased or hired vehicles ("any auto") for Bodily Injury and

Property Damage with limits of not less than:

$500,000.00 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.

Contractor will be required to attain and provide a Certificate of Insurance that meets all requirements listed above, references the project 25Q-153 Building Safety Plan Review and Inspection Services and shows Marion County named as additional insured.

1.4. Operational Procedures

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A. The Contractor will be required to provide the requested plans review services within ten (10) days of receiving notification email from the County requesting such services.

B. The Contractor will be required to provide the requested inspection services within twenty-four (24) hours of receiving notification from the County requesting such services.

C. The Contractor will provide all records and documents associated with plan review and inspections services. The Contractor is permitted to make and maintain duplicate copies of the files, record, and documents at their own expense; however, in no way will the confidentiality as permitted by applicable law be breached.

D. Contractor staff training and cost of training is the responsibility of the Contractor.

E. Purchase and maintenance of any technology assets to meet this scope of work is the sole responsibility of the Contractor.

1.5. Conflict of Interest/Ethics

The Contractor and its employees must not engage in any activities or relationships that may constitute a conflict of interest and must disclose any potential conflicts to the County Immediately.

1.6. Special Conditions of Proposed Contract

A. Permits, Taxes, Licenses, Insurance

The Contractor must, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to the contract.

B. Laws and Ordinances

The Contractor must observe and comply with all Federal, State and Local laws, ordinances, rules, regulations and professional standards that would apply to the contract.

C. Selling, Transferring or Assigning of Contract

No contract awarded under these terms, conditions and specifications will be sold, transferred, or assigned without the written approval of the County,

D. Addition or Deletion of Services

The County may require additional services that may not be specifically listed. The Contractor agrees to provide such services and must provide the County with prices on such additional items based on a formula or method that is the same as, or similar to that used in establishing the prices in this solicitation. If the prices or contractual terms offered are not acceptable to the County and the situation cannot be resolved to the satisfaction of the County, the County reserves the right to procure those items from other Contractors.

E. Invoicing

The Marion County Building Safety Department requires the submission of invoices for services provided on a monthly basis, no more than fifteen (15) business days after the conclusion of the month in which the services were completed.

DRAFT

Invoices must be submitted in a format that enables proper tracking and verification of plans reviewed, inspections performed, pricing item, hourly rate, hours utilized, and total amount billed for each plan review and inspection. Invoices must be presented sufficient to the form presented below:

EXAMPLE INVOICE FORMAT

Plan Review Services

Permit Number	Hourly Rate	Hours	Total
2025010000	$95.00	.5	$47.50
2025010000-MOD	$95.00	.5	$47.50
2025010001	$95.00	1.5	$142.75
2025010002	$95.00	1	$95.00
Plan Review Total:			**$332.75**

Inspection Services

Permit Number	Inspection Performed	Hourly Rate	Hours	Total
2025010000	108	$80.00	.5	$40.00
2025010001	118	$80.00	.5	$40.00
2025010002	152	$80.00	.5	$40.00
2025010003	212	$80.00	.75	$60.00
Inspection Services Total:				**$180.00**
Invoice Total:				**$512.75**

Marion County is exempt from all taxes (Federal, State, Local), A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

Marion County will not accept nor authorize payment for travel time or expenses of service personnel to any of Marion County's facility locations. The hourly rate must commence on the Job site. Billable time will be for service work performed. The County does not guarantee a dollar amount to be expended on any contract resulting from this solicitation.

DRAFT

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20334 **Agenda Date:** 11/4/2025 **Agenda No.:** 7.5.14.

SUBJECT:
Requested Approval of Purchases $50,000 and Over

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

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/Medical Priority Consultants, Inc. dba Priority Dispatch Corp.** - Public Safety Communications requests approval for the renewal of the Dispatch Call-Taking Software. This is essential to ensure consistency of 911 call taking protocols. Priority Dispatch has provided training for the County's emergency call-takers for several years and the program has proven to be effective and successful. **Total expenditure of $57,400; funds are available in line AA311529-552106 (General Fund).** *This purchase meets competitive bidding requirements under 13ST-211.*

2. **Pending Requisition/Matheny Fire & Emergency -** Fire Rescue requests approval to purchase one (1) 2028 E-ONE Pumper on a Typhoon chassis. **Total expenditure of $799,566 which includes a pre-payment discount of $136,496; funds are available in line VJ732522-564101 (Infrast Surtax Cap Proj Fund)**. *This purchase meets competitive bidding requirements under Sourcewell Contract # 113021-RVG-1*.

3. **Pending Requisition/Safeware, Inc.** - Fire Rescue requests approval to purchase three (3) Skydio X10 drones equipped with NightSense low-light navigation attachments and spotlights for enhanced visibility, along with three-year Skydio Care coverage providing damage and loss protection, and Fleet Manager software licenses for monitoring usage and viewing 3D models. This package supports advanced aerial operations, including nighttime and low-light missions. **Total expenditure of $86,589; funds are available in line EF30052-564101 (Fire, Rescue and EMS Fund).** *This purchase meets competitive bidding requirements under 21PB-045.*

4. **Pending Requisition/Safe Air Corporation** - Fire Rescue requests approval for Safe Air Corporation to retrofit vehicles and stations with the Plymovent system to remove exhaust from the bay area and increase air quality. This is part of the cancer prevention initiative. **Total expenditure of $70,000; funds are available in line EF300522-546101 ($50,000 - Fire, Rescue and EMS Fund) and EF300522-546301 ($20,000 - Fire, Rescue and EMS Fund).** *This purchase is an approved standardization under 18ST-109.*

5. **Pending Requisition/Gartner, Inc. -** Information Technology requests approval to purchase Executive Program Member Basic for Midsize Enterprises, IT Leaders Individual Access Advisor, and IT Symposium/Xpo Ticket, supporting strategic technology planning, industry benchmarking, and executive advisory services. **Total expenditure of $117,709; funds are available in line AA174516-531109 (Professional Services).** *This purchase meets competitive bidding requirements under Sourcewell Contract # 81141902-VITA-18-ACS.*

6. **Pending Requisition/Access Wireless Data Solutions -** Information Technology requests approval to purchase 54(ea) Semtech XR90 Dual 5G AirLink Premium routers and 108(ea) 9-in-1 dome antennas, providing high-speed, reliable wireless connectivity for field and mobile operations. This equipment supports secure, dual-carrier 5G communication and enhanced signal coverage for mission-critical County applications. **Total expenditure of $155,220.30; funds are available in lines AA305526-552116 ($152,345.85 - General Fund) and EF300522-552116 ($2,874.45 - Fire, Rescue and EMS Fund).** *This purchase meets competitive bidding requirements under Q24-090.*

7. **Pending Requisition/Briggs Equipment, Inc. -** Fleet Management requests approval to purchase one (1) 35D 4x4CON Fork Lift, to include all specifications detailed in attached quote. **Total expenditure of 81,374.26; funds are available in line AA178519-564101 (General Fund).** *This purchase meets competitive bidding requirements under Sourcewell Contract # 020223-JCB.*

8. **Pending Requisition/Cumberland International Trucks -** Solid Waste requests approval to purchase one (1) 2026 International HX X15 Roll Off Truck, to include all specifications detailed in attached quote. **Total expenditure of $261,682.80; funds are available in line ZA425534-564101 (Solid Waste Disposal Fund).** *This purchase meets competitive bidding requirements under FSA25-VEH23.0.*

9. **Pending Requisition/Cumberland International Trucks -** Solid Waste requests approval to purchase one (1) 2026 International HX Grapple Truck, to include all specifications detailed in attached quote. **Total expenditure of $338,471.30; funds are available in line ZA425534-564101 (Solid Waste Disposal Fund).** *This purchase meets competitive bidding requirements under FSA25-VEH23.0.*

RECOMMENDED ACTION:
Motion to approve purchases over $50,000.

QUOTE

Priority Dispatch Corp.

110 Regent Street, Suite 500
Salt Lake City, UT 84111
USA
www.prioritydispatch.net
Prepared By: Vanessa Moreno
Phone: (800) 363-9127
Direct:
Email: vanessa.moreno@prioritydispatch.net

Agency:	Marion County BCC
Agency ID#:	4151
Quote #:	Q-76825
Date:	12/12/2024
Offer Valid Through:	12/31/2025
Payment Terms	Net 30
Currency:	USD

Bill To:
Marion County BCC
2631 SE 3rd Street

Ocala, Florida 34471-7006
United States

Ship To:
Marion County BCC
Attn: Public Safety Communications
2631 SE 3rd Street
Ocala, Florida 34471
United States

Product	Discipline	Qty	Amount
Priority Dispatch System Annual Maintenance (P) License Renewal, Service & Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades	Medical	13	USD 18,200.00
Priority Dispatch System Annual Maintenance (P) License Renewal, Service & Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades	Fire	14	USD 19,600.00
Priority Dispatch System Annual Maintenance (P) License Renewal, Service & Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades	Police	14	USD 19,600.00

Quote Notes

Subtotal	USD 57,400.00
Discount	USD 0.00
Total	USD 57,400.00

Subtotal	USD 57,400.00
Total	USD 57,400.00

Customer Signature:		Date:	
Customer Name:		Purchase Order ID:	
Expiration Date:			

TERMS AND CONDITIONS

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. You can find it here: https://prioritydispatch.net/licensing/

"To lead the creation of meaningful change in public safety and health."

MATHENY MOTOR TRUCK CO.
Established 1922
725 SW 46th Avenue
Ocala, FL 34474
(P) 352-629-6305
www.mathenyfire.com

Apparatus Proposal

DATE: October 13, 2025

The Proposal has been prepared for:

Marion County Fire Rescue
3230 SE Maricamp Road
Ocala, FL 34471

Matheny Fire & Emergency is pleased to offer Marion County Fire Rescue two (1) 2028 E-ONE Pumper on a Typhoon chassis. This unit is quoted using the Sourcewell contract #113021-RVG-1. These vehicles shall be in accordance with the attached specifications. The purchase price shall include all vehicle components and NFPA equipment as requested by the fire department as detailed in the Matheny Fire & Emergency proposal.

Delivery will be F.O.B. Customer Location and will be made approximately 1,080 Calendar days after receipt of chassis. Terms of payment shall be pre-payment or net 45 at delivery.

E-ONE Typhoon Pumper	$	1,120,932
Sourcewell Discount	$	(190,558)
Total	$	930,374
Equipment $15K/ Service Allowance $10K	$	25,000
Ward No Smoke including installation	$	12,433
Total	$	967,807
Additional Customer Discount	$	(31,755)
	$	936,052
Option		
Pre-payment Discount	$	(136,496)
Total for (1) Unit	**$**	**799,556**

This quote is valid for 30 days unless extended in writing.

CONTINGENCIES: Matheny will not be liable for any delay, failure to make delivery, or other default due to strikes or labor unrest, war, riot, federal, state, or local government action, fire, flood or other disaster or acts of God, accidents, breakdown of machinery, lack of or inability to obtain materials, commercial chassis', parts or supplies, or any other causes or circumstances beyond the reasonable control of Company which prevent or hinder Company's manufacture and/or delivery of the apparatus. Additionally, the quoted pricing may be subject to manufacturer price adjustment for any unforeseen materials and/or component cost increases incurred at time of materials acquisition and/or production in the form of a material cost increase. Supporting documentation shall be provided detailing any changes that may impact final pricing and delivery.

CHANGES IN REGULATIONS/INDUSTRY STANDARDS: The Pricing is subject to adjustment for changes to the Apparatus necessitated by changes in applicable government regulations (such as FMVSS or emissions regulations), industry standards (such as NFPA standards), replacement of discounted models or components from vendors, or freight charges. Buyer is responsible for any cost increases due to such changes beyond Matheny control and is above and beyond standard annual price increases.

'TARIFFS: This bid price does not include the impact of tariffs on imported goods implemented since March 01, 2025, as the application or impact of such tariffs is not currently clear. {OEM} reserves the right to change the price in accordance with contract terms in reference to tariffs implemented by the Federal Government.'

MATHENY MOTOR TRUCK CO.
Established 1922
725 SW 46th Avenue
Ocala, FL 34474
(P) 352-629-6305
www.mathenyfire.com

This proposal is deemed acceptable by the undersigned. In witness whereof, The Company and the Purchaser shall execute and agreement to this proposal with signatures and authorizations representatives as of the date set forth by each.

Dee Daniels – Director of Apparatus Sales

10-13-25
Date

SAFEWARE

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-432
USA
301-683-1234
www.safewareinc.com

Order Number	
10249225	
Order Date	Page
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Quote Expires On: 10/20/2025

Contract No: OMNIA Contract #4400008468

Bill To: **Customer ID:** 66660

Marion County Board of County Commissioners
PROCUREMENT SERVICES
2631 SE Third St.
Ocala, FL 34471

352-671-8316

Ship To:

Marion County Board of County Commissioners
2631 Se 3 Street
Ocala, FL 34471

Requested By: Chief Scott Gragen

PO Number	*Taker*	*Email*
QUOTE - SKYDIO X10	Chelsea Quiles	cquiles@safewareinc.com
Freight Terms	***Phone***	***Fax***
Freight Paid	804-236-0579	
Sales Representative		
Heather Boyer		

Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
3.00	0.00	3.00	KT		SKY DR4ERKT2VZG0000NA	KT	16,846.00	50,538.00
					Safeware Catalog Price: 28,552.54 ***Contract Discount:*** 41.00%	***Your Discount:***		41.00%
			1.0		Skydio X10 Ready Kit SIM, VL VT300-Z	1.0		
					Incl X10 w/ Sensor Package (2.4/5 GHz 5G/LTE Ready: T-Mobile, Visible Light) NA + VT300-Z, Enterprise Controller, Ready Case, 2x wall adapters, additional propellers, 3x batteries, and dual charger. Incl license to Skydio Autonomy drone Software.			
6.00	0.00	6.00	EA		SKY DR4ACCBAT	EA	369.00	2,214.00
					Safeware Catalog Price: 625.42 ***Contract Discount:*** 41.00%	***Your Discount:***		41.00%
			1.0		Skydio X10 Battery 150W	1.0		
					One (1) battery for Skydio X10.			
3.00	0.00	3.00	EA		SKY DR4ATTSPK	EA	320.00	960.00
					Safeware Catalog Price: 542.37 ***Contract Discount:*** 41.00%	***Your Discount:***		41.00%
			1.0		Skydio Speaker for X10	1.0		
					One (1) speaker attachment that can be carried by the Skydio X10.			
3.00	0.00	3.00	EA		SKY DR4ACCLPAD	EA	125.00	375.00
					Safeware Catalog Price: 211.86 ***Contract Discount:*** 41.00%	***Your Discount:***		41.00%
			1.0		Skydio Landing Pad	1.0		

SAFEWARE

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-432
USA
301-683-1234
www.safewareinc.com

Order Number	
10249225	
Order Date	Page
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Quote Expires On: 10/20/2025

Contract No: OMNIA Contract #4400008468

Quantities					Item ID / Item Description	Pricing UOM / Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.				
					One (1) collapsible landing pad.			
3.00	0.00	3.00	EA		SKY DR4ATTSWNAV	EA	2,800.00	8,400.00
					Safeware Catalog Price: 4,745.76 ***Contract Discount:*** 41.00%	***Your Discount:***		41.00%
			1.0		Skydio NightSense w/ VL Attachment,X10	1.0		
					Skydio NightSense for X10 includes access to advanced autonomy functionality in no and low light situations. Includes one (1) perpetual license and one (1) visible light spectrum active illumination attachment that can be carried by the Skydio X10.			
3.00	0.00	3.00	EA		SKY DR4ATTSPTL	EA	265.00	795.00
					Safeware Catalog Price: 449.15 ***Contract Discount:*** 41.00%	***Your Discount:***		41.00%
			1.0		Skydio Spotlight, X10	1.0		
					Skydio X10 attachment			
3.00	0.00	3.00	EA		SKY CEDR45G300Z3YRNA	EA	5,249.00	15,747.00
					Safeware Catalog Price: 8,896.61 ***Contract Discount:*** 41.00%	***Your Discount:***		41.00%
			1.0		Skydio Care, X10 Cell, 5G + VT300-Z, 3YR	1.0		
					Incl bundled Care for the X10 w/ Cellular 5G and the VT300-Z Sensor Package. Skydio Care for X10 w/ Cellular 5G (3yr) Incl: 3x Damage Replacement and up to one Lost Drone Replacement. 3x Damage Replacement and up to one Lost Sensor Package Replacement.			
3.00	0.00	3.00	YR		SKY SWFMDR4	YR	120.00	360.00
					Safeware Catalog Price: 203.39 ***Contract Discount:*** 41.00%	***Your Discount:***		41.00%
			12.0		Skydio Fleet Manager for X10	12.0		
					One (1) subscription to Skydio Fleet Manager for X10 includes access to Skydio Fleet Manager for tracking fleet usage. Includes one (1) subscription to Skydio Model Viewer, which allows the user of Fleet Manager to view 3D models from the browser.			
3.00	0.00	3.00	YR		SKY SWSTRDR4	YR	2,400.00	7,200.00
					Safeware Catalog Price: 4,067.80 ***Contract Discount:*** 41.00%	***Your Discount:***		41.00%
			12.0		Skydio MV Live Streaming, X10	12.0		

SAFEWARE

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-432
USA
301-683-1234
www.safewareinc.com

Order Number	
10249225	
Order Date	Page
10/10/2025 16:30:31	3 of 3

Quote Expires On: 10/20/2025

Contract No: OMNIA Contract #4400008468

Quantities					Item ID / Item Description	Pricing UOM / Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM / Unit Size	Disp.				
					One (1) subscription to Skydio Multi-Viewer Live Streaming includes Multi-Viewer streaming capability. Base license includes 600 hours per year, per vehicle, per viewer, pooled. Requires purchase of Fleet Manager, Media Sync, and Data Storage.			
1.00	0.00	1.00	EA		OMNIA	EA	0.00	0.00
				1.0	OMNIA Contract #4400008468	1.0		
					Lead Agency: Fairfax County, VA Public Safety and Emergency Preparedness Standard freight within continental US is paid, all HAZMAT or expedited freight will be billed. 10/1/2018 - 9/30/2028 *Register with OMNIA at www.omniapartners.com/publicsector			

Ask me about the leasing and financing options that Safeware offers!

Sales Representative : hboyer@safewareinc.com

Total Lines: 10

SUB-TOTAL:	86,589.00
TAX:	0.00
AMOUNT DUE:	**86,589.00**
	U.S. Dollars

Information Technology
[illegible] 2025

Gartner

GARTNER SERVICE ORDER ("SO") Q-00410358

Gartner	Client (Sold To)	Client (Bill To)
GARTNER, INC. 56 TOP GALLANT ROAD STAMFORD, CT 06902-7700 UNITED STATES	MARION COUNTY 601 SE 25TH AVE OCALA, FLORIDA 34471-2600 UNITED STATES	ACCOUNTS PAYABLE MARION COUNTY 2631 SE 3RD STREET OCALA, FL 34471 UNITED STATES procurementinvoices@marionfl.org

1. ORDER SCHEDULE

Client agrees to subscribe to Gartner for the Services listed in the table below. Each Service Period is 12 months unless specified in the Order Schedule.

Service Name/ Level of Access	Quantity	Licensed User	Total Service Period (Months)	Service Start/End	Service Period 1
Executive Programs Member Basic for Midsize Enterprises	1	Tom Northey	12	01-Dec-2025 30-Nov-2026	USD 73,379.00
Gartner for IT Leaders Individual Access Advisor	1	Alex Torres	12	01-Dec-2025 30-Nov-2026	USD 38,158.00
IT Symposium/Xpo Ticket	1	TBD	12	01-Dec-2025 30-Nov-2026	USD 6,172.00
				Total Service Period Fee Exclusive Of Applicable Tax	USD 117,709.00

2. SERVICE DESCRIPTIONS

Service Name/Level of Access	Service Description URLs
Executive Programs Member Basic for Midsize Enterprises	https://sd.gartner.com/sd_ep_team_member_basic_mse.pdf
Gartner for IT Leaders Individual Access Advisor	https://sd.gartner.com/sd_itl_individual_advisor.pdf
IT Symposium/Xpo Ticket	https://sd.gartner.com/sd_symp_event_ticket.pdf

3. PAYMENT TERMS

Payment Terms	Billing Schedule	PO Number Required on Invoice
Net 30	Annual in advance	Select Yes/No: _____ PO Number: _____

If Client requires a Purchase Order ("PO") number to be included on Gartner's invoice for payment, "yes" must be checked and the PO number entered in the table above. Failure to do so may result in delayed access to Services. Should Client require an annual PO number for multi-year Service Orders, Client must provide the new PO number at least 30 days prior to the beginning of each subsequent Service Period. The original PO number will be used for subsequent invoices if a new PO number is not provided. Regardless of whether Client provides a PO number, Client remains obligated to pay the Total Fee for all Service Periods in Section 1. Any pre-printed or additional terms included on the PO shall be inapplicable and of no force or effect. Any notices, notifications, or subsequent POs are to be sent to americascontracts@gartner.com.

Client agrees to pay any sales, use, value-added, or other tax or charge imposed or assessed by any governmental entity upon the sale, use or receipt of Services, with the exception of any taxes imposed on the net income of Gartner.

4. SERVICE TERMS

This Service Order is governed by the Amendment 6 to Contract #81141902-VITA-18-ACS between Gartner, Inc. and State of Florida, Department of Management Services dated 01-May-2018, as last amended 10-Sep-2025 ("Agreement") and constitutes the entire agreement between Gartner, on behalf of itself and its Affiliates, and Client for the Services. All defined terms not defined in this Service Order are defined in the Agreement. For the purposes of this Service Order, all references to "Service Agreement" in the Agreement shall be a reference to this Service Order.

MARION COUNTY	GARTNER, INC.
Client Signature	*Gartner Signature*
Print Name	*Print Name*
Title	*Title*
Date	*Date*

Access Wireless Data Solutions, LLC
21756 St Rd 54, Ste 101
Lutz FL 33549
(813) 751-2039
www.accesswds.com

Information Technology
OCT 01 2025

Price Quote

Date	Quote #
9/30/2025	AWDS-20847 r2

Contact:	Phone:	Email:
Marion County BOCC : John Meza	(352) 671-8818	John.meza@marioncountyfl...

Sales Rep	Quote Expires	Terms	Ship Date	Ship Via
David Schwarz	11/30/2025	Net 30	11/15/2025	

Special Instructions

Part #	Qty.	Description	MSRP	Disc.	Per Unit	Total
1105218	54	Semtech (formerly Sierra Wireless) XR90 1105218: Dual 5G, 2x SIM, Dual Wi-Fi 6, GNSS, 5x Ethernet, Dual RS-232, 5 GPIO, USB 3.1 USB-C, Bluetooth / CBRS, IP64 Rated, FirstNet, NA. Includes: DC Power Cable, LPWA Antenna (FAKRA Connectors), 1-Year Warranty and AirLink Premium. ***Some Antennas Not Included***	2,899.00	Custom	2,174.25	117,409.50
6001399	108	Semtech (formerly Sierra Wireless) Airlink 9 in 1 Dome Antenna - 4x5G/LTE, GNSS, 4xWi-Fi 2.4/5GHz, Bolt Mount, 5m, Fakra, Black	389.00	10%	350.10	37,810.80
		** We offer free shipping on this order **				

We offer free shipping on this order.	Total	$155,220.30

Please send all PO's and order related correspondence to orders@accesswds.com

SHIPPING CHARGES: Shipping charges will be pre-payed and added based on shipping method, weight and ship to address, unless third-party shipping account is provided. Shipping Cost on the quote is just an estimate.

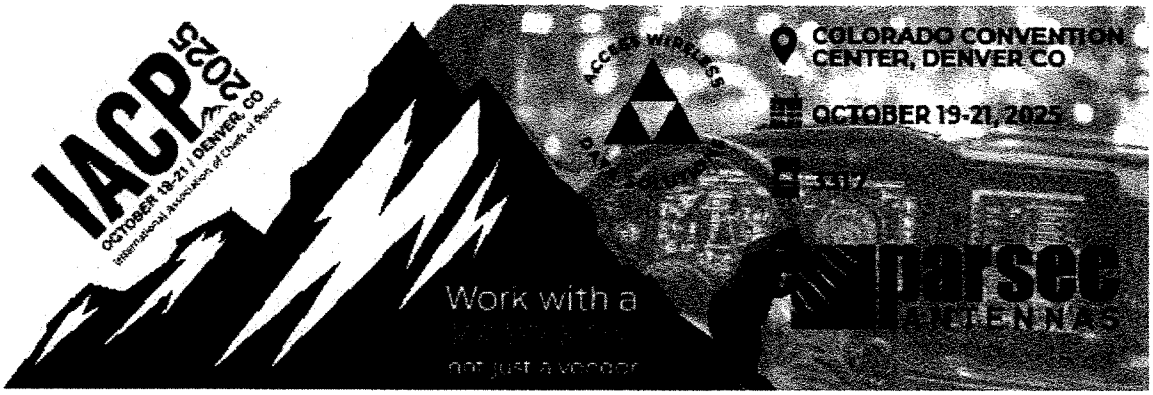
RETURNS: All returns subject to approval and require RMA. Returns subject to a 15% re-stocking fee. Products must be in original condition with no scratches, dents or other cosmetic damage. Must be returned with all parts in original packaging with no tears, markings or other writing, otherwise item will not be accepted. No returns after 30 days.

CONFIDENTIALITY NOTICE: This quote and any attachments are for the exclusive and confidential use of the intended recipient. If you are not the intended recipient, please do not read, distribute, or act in reliance upon this quote. If you have received this in error, please notify us immediately and promptly delete this quote and its attachments.

NET TERMS DISCLOSURE: Discounts are based on Net 30 unless terms are otherwise stated with payments by ACH or check. Payments made by credit card for invoices with Net 30 will result in a reduction of your current discount level by 3%. Late payment balance due subject to 1.5% late fee not to exceed 18% per year or as allowed by law.

AWDS
ACCESS WIRELESS DATA SOLUTIONS

https://accesswds.com



CONFIDENTIALITY NOTICE: This email and any attachments are for the exclusive and confidential use of the intended recipient. If you are not the intended recipient, please do not read, distribute or take action in reliance upon this message. If you have received this in error, please notify us immediately by return email and promptly delete this message and its attachments from your computer system. Please consider the environment before printing this email.

BRIGGS EQUIPMENT, INC.
10540 STEMMONS FREEWAY
DALLAS
Texas
75220
United States
+1 214-630-0808

Quotation

Customer:	Quote Number:	Status:	Revision:	Currency:	Quote Creation Date:	Quote Validity Date:
BRIGGS EQUIPMENT, INC. 10540 STEMMONS FREEWAY DALLAS 75220	40182	Open	0	USD	21-October-2025	31-December-2025
Ship to: BRIGGS EQUIPMENT, INC. 2525 PHILIPS HWY JACKSONVILLE 32207	**Quote Prepared By:** KRISTIAN MAHRT kristian.mahrt@briggsequipment.com				**Customer Reference:**	**Requested Delivery Date:** 31-October-2025

Payment Terms:

Delivery Terms:

Quote Description:

MODEL	QTY	DESCRIPTION
35D 4X4CON	1	TLT 77-52D - 4WD TRACTION TREAD TYRES -AIR FILLED STANDARD CANOPY****SIDE & TOP GLASS ONLY 250C305- 2 X AUX @ 70 LPM MAX FLOW HYDROSTATIC DRIVE - NO CREEP FORKS:47"(1200MM) LONG CLASS 3B 8"(200MM) U/C LANGAUGE PACK:AMERICAN ENGLISH TIER 4 GRAMMER VINYL SEAT CARRIAGE: ANGLE INDICATOR INCLUDES STD. LOAD GUARD 4X4 PLUS SYSTEM WHITE NOISE REVERSE ALARM

Customer Sale Price (less tax)	USD	81,374.26

Additional Comments:

LEAD TIME: 60-70 days
SORCEWELL NUMBER: 020223-JCB

TERMS AND CONDITIONS:

Terms and Conditions

ACCEPTANCE

ALL QUOTATIONS ARE SUBJECT TO PROMPT ACCEPTANCE AND TRANSMITTAL OF ORDER. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE UNLESS OTHERWISE STATED. CONTRACTS AND AGREEMENTS ARE NOT VALID UNLESS APPROVED AND ACCEPTED IN WRITING IN THE EXECUTIVE OFFICE IN DALLAS, TEXAS OR IN A BRANCH OFFICE LOCATED WITHIN THE STATE OF TEXAS. HOWEVER, ALL CONTRACTS SHALL BE DEEMED TO HAVE BEEN EXECUTED IN DALLAS COUNTY, TEXAS.

DELAYS

DELIVERIES UNDER ALL CONTRACTS AND AGREEMENTS ARE CONTINGENT UPON ACTS OF PROVIDENCE, STRIKES, ACCIDENTS, GOVERNMENTAL PRIORITY REGULATIONS AND OTHER CAUSES OF DELAY BEYOND THE SELLER'S CONTROL, AND IN NO EVENT WILL THE SELLER BE LIABLE FOR CONSEQUENTIAL DELAYS OR LOSSES.

CANCELLATIONS

ORDERS CANNOT BE SCHEDULED, CANCELLED, SPECIFICATIONS CHANGED OR GOODS RETURNED WITHOUT SELLER'S PRIOR PERMISSION. ACCEPTANCE IS CONDITIONAL UPON REIMBURSEMENT FOR CONSEQUENTIAL LOSS TO THE SELLER AND APPLICABLE RESTOCKING FEES. SPECIAL

BRIGGS EQUIPMENT, INC.
10540 STEMMONS FREEWAY
DALLAS
Texas
75220
United States
+1 214-630-0808

Quotation

OR CUSTOM ORDERS CANNOT BE CANCELLED.

DELIVERIES

PROMISES OF DELIVERY ARE GIVEN AS ACCURATELY AS CONDITIONS WILL PERMIT, BUT DUE TO SHIPPING AND MANUFACTURING CONTINGENCIES, SELLER CANNOT GUARANTEE TO ACCOMPLISH SHIPMENTS ON DATE OR DATES MENTIONED. NOTWITHSTANDING THE FOREGOING, PURCHASER MUST TAKE DELIVERY OF GOODS WITHIN 30 DAYS OF THE LATER OF (A) THE PROMSIED DELIVERY DATE; OR (B) SELLER'S NOTICE TO PURCHASER THAT THE GOODS ARE AVAILABLE FOR DELIVERY. IF PURCHASER THEREAFTER FAILS TO TAKE DEILERY, PURCHASER WILL BE INVOICED FOR THE GOODS AND APPLICABLE STORAGE CHARGES FOR UP TO 90 DAYS, AFTER WHICH SELLER MAY DEEM THE GOODS ABANDONED OR EXERCISE ANY OTHER RIGHT OR REMEDY AVAILABLE TO IT UNDER LAW.

WARRANTIES

THE SELLERS LIABILITY IS LIMITED TO MAKING GOOD DEFECTS IN WORKMANSHIP OR MATERIAL UNDER THE MANUFACTURER'S WARRANTY AND SHALL NOT EXCEED THE PURCHASE PRICE OF THE DEFECTIVE ITEM. THE SELLER IN NO EVENT SHALL BE LIABLE FOR DAMAGES TO PERSONS OR PROPERTY ARISING OUT OF THE USE OF ITEMS SOLD. THIS WARRANTY SUPERSEDES ALL PRIOR ASSURANCES, WRITTEN OR ORAL MADE BY THE SELLER, ITS AGENTS OR REPRESENTATIVES.

PERFORMANCES

INFORMATION PROVIDED CONCERNING PERFORMANCE OF EQUIPMENT LISTED HEREON ARE ENGINEERING ESTIMATES ONLY AND NO GUARANTEE TO MEET SUCH SPECIFICATIONS IS TO BE IMPLIED.

CONFIDENTIAL INFORMATION

THIS PROPOSAL AS WELL AS ALL INFORMATION THEREIN, INCLUDING PRINTS, BROCHURES, ETC., ARE CONFIDENTIAL AND INTENDED ONLY FOR THE PURCHASER'S USE AND ARE NOT TO BE USED IN ANY WAY DETRIMENTAL TO THE SELLER.

TERMS OF SALE

UNLESS OTHERWISE SPECIFICALLY STATED, TERMS ARE NET. 10 DAYS FROM THE DATE OF INVOICE. F.O.B. SHIPPING POINT, SALES OR USE TAXES, ANY TYPE OF PROPERTY TAX OR ANY MANUFACTURER'S OR OTHER EXCISE TAX LEVIED BY FEDERAL, STATE OR MUNICIPAL GOVERNMENT OR ANY SUB-DIVISION THEREOF, ARE THE LIABILITY OF THE PURCHASER AND IF PAID BY THE SELLER ARE RECHARGEABLE TO THE PURCHASER. ALL SALES SUBJECT TO THE APPROVAL OF OUR CREDIT DEPARTMENT. THIS AND ALL SUBSEQUENT PURCHASES ARE PAYABLE IN DALLAS, DALLAS COUNTY, TEXAS. THE SELLER RESERVES THE RIGHT TO CANCEL THIS CONTRACT UPON (1) BREACH OF CONTRACT BY THE PURCHASER (2) FAILURE BY PURCHASER TO MAKE PAYMENTS AS REQUIRED AND (3) UPON INSOLVENCY OR BANKRUPTCY OF THE PURCHASE THE SELLER MAY REQUIRE ADVANCE PAYMENT FOR SECURITY OR MAY CANCEL AN ORDER IF THE SELLER, IN GOOD FAITH, DOUBTS THE PURCHASER'S ABILITY TO PAY.

GENERAL

NO TERMS CONTAINED IN THE PURCHASER'S PURCHASE ORDER, SHIPPING REQUEST, OR OTHER COMMUNICATIONS SHALL VARY. THE TERMS OF THE AGREEMENT, EXPRESSED HEREIN, WHETHER OR NOT SHIPMENT OF THE GOODS FOLLOWED RECEIPT OF SUCH PURCHASE ORDER OF OTHER COMMUNICATIONS.

Quote Number:	40182	**Customer Reference:**	
Customer Acceptance:	_____	**Date:**	_____
Dealer:	_____	**Date:**	_____

10/3/2025

Cumberland

TRUCK | IDEALEASE | BUS | FIRE | SPOTTER

◆ 2017 AND 2018 DEALER OF THE YEAR

FLORIDA SHERIFF'S ASSOCIATION CONTRACT- FSA25-VEH23.0

Customer: Marion County - Solid Waste Dept
Date of Quote: 10/3/2025

			Qty	Unit Cost	Extended
Specification:	77 **Region:** North	(Roll off)			
Base Price:	2026 INTERNATIONAL HX X15		1	$ 136,800.00	$ 136,800.00
Contract Options:					
1CGD	12.50 x 3.750 x0.500 heavy frame rails.		1	$ 1,417.50	$ 1,417.50
1VBC	Front tow pin		1	$ 586.50	$ 586.50
2ARY	20,000 front axle		1	$ 1,715.00	$ 1,715.00
3AGA	20,000 front suspension		1	$ 506.80	$ 506.80
4619	Trailer Connection		1	$ 379.40	$ 379.40
5PTB	Dual steering gear		1	$ 811.30	$ 811.30
4619	Trailer Connections four wheel hand control valve and tractor protection			$ 379.40	$ 379.40
8TMN	Trailer Connection socket		1	$ 196.00	$ 196.00
8WGU	Aluminum battery box cover		1	$ 452.20	$ 452.20
8RJZ	Battery disconnect switch		1	$ 173.60	$ 173.60
9HCN	Chrome grill		1	$ 230.30	$ 230.30
12EWX	Cummins 450 HP X15 engine		1	$ 6,995.80	$ 6,995.80
13BDY	ALLISON 4000 RDS transmission		1	$ 12,646.90	$ 12,646.90
13WCU	Oil cooler		1	$ 959.70	$ 959.70
13WVV	Neutral at stop		1	$ 507.50	$ 507.50
14HRM	46000 rear axle with diff locks		1	$ 3,930.50	$ 3,930.50
14UMX	46000 rear suspension		1	$ 814.80	$ 814.80
14WCL	Torque Rods		1	$ 311.50	$ 311.50
15SHC	100 Gallon fuel tank		1	$ 432.60	$ 432.60
16SNR	Power mirrors		1	$ 466.90	$ 466.90
16XWV	Sunshade		1	$ 243.60	$ 243.60
Roll-off60K	Gal Fab roll on off body with tarp		1	$ 72,245.00	$ 72,245.00
Strobes	4 corner strobes		1	$ 1,575.00	$ 1,575.00
Pintle	Pintle hitch 45 Ton		1	$ 2,760.00	$ 2,760.00
Safety	Safety Kit		1	$ 350.00	$ 350.00
Non contract items.					
Warranty	60 month 100,000 mile AC, Engine and after treatment warranty		1	$ 4,755.00	$ 4,755.00
Hooker	Galfab Hooker System		1	$ 8,850.00	$ 8,850.00
Keys	Total 3 keys		1	$ 40.00	$ 40.00
Tint	Tint Windows		1	$ 150.00	$ 150.00
Total:				$ 261,682.80	$ 261,682.80

10/3/2025

Total Purchase Order Amount units: [redacted] **$261,682.80**

Cab Color:	WHITE
Body Color:	Black

**included in base price

Prepared By:

Sally Wilson
Cumberland International Trucks LLC 2110 S Division AveOrlando FL 32805
Office - 352-732-8151 / Fax - 407.295.9727 / Email - swilson@cltte.com

10/3/2025

Cumberland

TRUCK · IDEALEASE · BUS / FIRE · SPOTTER

◆ 2017 AND 2018 DEALER OF THE YEAR

FLORIDA SHERIFFS ASSOCIATION BID FSA25-VEH23.0

Customer: Marion County - REF: Solid Waste Dept
Date of Quote: 10/3/2025

Specification: 77 **Region:** Central
Base Price: 2026 INTERNATIONAL HX (Grapple Truck)
Contract Options:

		Qty	Unit Cost	Extended
		1	$ 136,800.00	$136,800.00
1AMS	Heavy rear crossmember	1	$ 180.60	$ 180.60
1GTA	Tow pin reinforcemant	1	$ 123.20	$ 123.20
1GBP	Frame reinforcement	1	$ 1,856.00	$ 1,856.00
1VBC	Heavy front tow pin	1	$ 586.60	$ 586.60
1WXM	Wheel base range	1	$ 977.90	$ 977.90
2ARY	20,000 front axle	1	$ 1,715.00	$ 1,715.00
3AGA	20,000 front suspension	1	$ 506.80	$ 506.80
4619	Trailer connections	1	$ 379.40	$ 379.40
04WXZ	DV 2 drain valve	1	$ 154.70	$ 154.70
4WZJ	Air tank location	1	$ 352.10	$ 352.10
5PTB	Dual steering gears	1	$ 811.30	$ 811.30
7BES	After treatment cover	1	$ 348.60	$ 348.60
8HAE	Body builder wiring	1	$ 146.30	$ 146.30
8RPS	Bluetooth radio	1	$ 338.10	$ 338.10
08TMN	Trailer socket	1	$ 196.00	$ 196.00
9HCN	Chrome Grill	1	$ 230.30	$ 230.30
12EWX	Cummins X15 450 HP engine	1	$ 6,995.80	$ 6,995.80
13BEK	Allison 4000 RDS transmission	1	$ 12,646.90	$ 12,646.90
13WCU	Oil cooler	1	$ 959.70	$ 959.70
13WVV	Neutral at stop	1	$ 507.50	$ 507.50
14HRM	46,000 rear axle with driver controlled diff locks	1	$ 3,930.50	$ 3,930.50
14UZB	46,000 rear suspension	1	$ 2,009.00	$ 2,009.00
14WBV	Rear shocks	1	$ 614.60	$ 614.60
16SNR	Power mirrors	1	$ 466.90	$ 466.90
27DHK	22.5x 12.25 front wheels	1	$ 752.50	$ 752.50
Safety	Safety kit	1	$ 250.00	$ 250.00
Strobes	4 corner strobe lights	1	$ 1,575.00	$ 1,575.00
Rotobec	Rotobec loader and 24' dump body	1	$ 156,310.00	$156,310.00
Pintle	Pintle hook 45Ton	1	$ 2,760.00	$ 2,760.00
	NON Contract Options			
Mods	Relocate battery box and air dryer	1	$ 2,800.00	$ 2,800.00
10VAA	Total 3 Keys	1	$ 40.00	$ 40.00
Tint	Window Tint	1	$ 150.00	$ 150.00

10/3/2025

Cumberland

Total:	$ 338,471.30	$338,471.30

Total Purchase Order Amount: **$338,471.30**

Cab Color:	WHITE
Body Color:	BLACK

**included in base price

Prepared By:
Sally Wilson
Cumberland International Trucks LLC 2110 S Division AVE Orlando FL 32805
Office -352-732-8151/ Fax - 407.295.9727 / Email - swilson@cltte.com

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21149 **Agenda Date:** 11/4/2025 **Agenda No.:** 7.6.1.

SUBJECT:
Request Approval of Resolution Amending Fees for Annual Non-Assessed Permits and Providing Fee Reductions for Yard Waste Disposal for County Departments (Budget Impact - Estimated Revenue Decrease of $62,000)

INITIATOR:
Mark Johnson, Director

DEPARTMENT:
Solid Waste

DESCRIPTION/BACKGROUND:
Section 16-8 of the code grants the Marion County Board of County Commissioners the authority to establish the types and amounts of fees to be charged for the disposal of solid waste at the County's Baseline Landfill.

This resolution amends the annual non-assessed permit fee structure for solid waste disposal to align with the recent increase in the non-ad valorem solid waste assessment. The revised fee establishes a rate 25% above the residential solid waste assessment for non-assessed residents and provides a reduced (no-charge) rate for yard waste disposal for internal County departments.

BUDGET/IMPACT:
Estimated revenue decrease of $62,000.

RECOMMENDED ACTION:
Motion to approve and authorize the Chairman and Clerk to execute the Resolution to amend fees for annual non-assessed permits and providing fee reductions for internal county departments.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Kassi (Last) Pederson (First) (Dept) Solid Waste - 4230

(Title) Solid Waste Fiscal Manager (Phone) 352-671-8485

Signature Kassi Pederson Digitally signed by Kassi Pederson Date: 2025.06.26 15:22:11 -04'00' Date 06/26/2025

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for:
- [x] Draft Document
- [ ] Approve as to Form
- [ ] RESUBMIT LRM No. _____
- [ ] Legal Opinion
- [ ] Other

Description of Request

We are seeking Legal's assistance in drafting a revised resolution to replace Resolution 24-R-101. The revision is intended to update the non-assessed permit fees in response to the planned increase in the solid waste residential assessment for the upcoming fiscal year. This update is necessary to ensure that out-of-county residents do not pay less than residents in unincorporated Marion County for comparable services. Additionally, we would like the revised resolution to incorporate percentage-based discounts for other government departments and agencies. Both the non-assessed permit fees and discounted rates should be calculated as a percentage of the residential solid waste assessment rate. Basing the fees on a percentage of the residential assessment will eliminate the need to revise the resolution each time rates are adjusted in the future.

For more information or discussion, contact: [ ] Same as above

(Name) Johnson (Last) Mark (First) (Title) Solid Waste Director (Phone) 352-671-8492

Agenda Item? [x] Yes [ ] No Agenda Date: Tuesday, August 19, 2025

Agenda Deadline Date for **Legal:** Friday, July 25, 2025 Agenda Deadline Date for **Admin:** Thursday, August 7, 2025

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. 2025-593

Assigned to:
- [ ] Matthew Guy Minter, County Attorney
- [x] 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
- [x] Approved with revisions: [ ] Suggested [x] Completed
- [ ] Other:

Date Received:

RECEIVED
By Marion County Attorney- AT at 10:23 am, Jul 02, 2025

Attorney Signature: DOlesky Date 10/23/25

Staff Signature: Completed Date: 102325 Returned: [x] Department [ ] Admin [ ] _____

Rev2 03/19/2025

RESOLUTION NO. 25-R-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AMENDING FEES FOR ANNUAL NON-ASSESSED PERMITS; PROVIDING FEE REDUCTIONS FOR COUNTY DEPARTMENTS; PROVIDING FOR REPEAL OF INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 16-8 of the County Code grants the Board of County Commissioners of Marion County the authority to establish the types and amounts of the fees to be charged for the disposal of Solid Waste at the County's Baseline Landfill; and

WHEREAS, pursuant to that authority, the Board previously adopted Resolution 24-R-101, establishing the fees for the annual non-assessed permit that allows individuals who have not paid a non-ad valorem solid waste assessment the same privileges of solid waste disposal at the County Solid Waste Management Facilities as those who have paid such assessments; and

WHEREAS, the Board has now increased the annual non-ad valorem solid waste assessment for the County; and

WHEREAS, the Board desires to amend the fees for the purpose of the annual non-assessed permit; and

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

Section 1. Authorization and Fees for Annual Non-Assessed Permits

The Board hereby authorizes the purchase of an annual Non-Assessed Permit by any person who does not pay the annual non-ad valorem solid waste assessment, including residential customers residing outside of Marion County. The rate for residents living outside of Marion County shall be set at twenty-five percent (25%) above the annual non-ad valorem solid waste assessment adopted by the Board. Residents living within Marion County but inside an incorporated municipality may purchase a Non-Assessed Permit at the same rate as the annual non-ad valorem solid waste assessment adopted by the Board. The Non-Assessed Permit will cover an entire household and may be used by any member of the household. A driver's license, utility bill, or proof of property ownership is required to purchase and use a Non-Assessed Permit. The permit may be obtained at the Solid Waste Department Office at 5601 SE 66th Street, Ocala, Florida 34480. The Non-Assessed Permit entitles members of the household to the same level of service at all Marion County Solid Waste Management Facilities as that enjoyed by those who pay the annual non-ad valorem assessment.

a. One annual permit may be purchased per household and shall be transferrable within the same household. A driver's license, utility bill or proof of property ownership is required to obtain a Recycling Center Permit.

b. The purchase of a Recycling Center annual permit shall allow a vehicle to enter the Center during normal operating hours to dispose of the types of Residential Waste listed in Section 3.

c. Permits shall be issued effective October 1 of each year. In the event a permit is obtained after October 1, the permit fee shall be prorated based on the remaining duration of the permit year.

Section 2. Rate reductions for County departments.

There will be no charge for yard waste for any internal department of the Marion County Board of County Commissioners.

Section 3. Repeal of Inconsistent Resolutions.

This Resolution hereby repeals and supersedes any provision in any prior County Resolution that is inconsistent with the provisions of this Resolution.

Section 4. Effective Date.

This resolution shall take effect on _____.

DULY ADOPTED in regular session this ___ day of _____, 2025.

MARION COUNTY, FLORIDA, a political subdivision of the State of Florida, by its Board of County Commissioners

By: _____
Kathy Bryant, Chairman

ATTEST:

_____
Gregory C. Harrell, Clerk of Court
and Comptroller

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20326 **Agenda Date:** 11/4/2025 **Agenda No.:** 7.7.1.

SUBJECT:
Request Approval of Tourist Development Council Request for Room Night Generating Event - AHAF Holiday Festival Arabian Horse Show Hosted by Arabian Horse Association of Florida, Inc. (Budget Impact - Neutral; expenditure of up to $3,500)

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. This funding contract is for AHAF Holiday Festival Arabian Horse Show hosted by Arabian Horse Association of Florida, Inc., to be held November 26-29, 2025, at World Equestrian Center. This event was recommended for funding in the amount of $3,500 by the TDC at their regularly scheduled meeting on August 20, 2025.

BUDGET/IMPACT:
Neutral; expenditure of up to $3,500. 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.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Locke (Last) Corry (First) (Dept) Visitors & Convention Bureau - 2870

(Title) Group Sales Supervisor (Phone) 352 438 2800

Signature Corry Locke Date Thursday, September 4, 2025

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. 2025-794
☐ Approve as to Form ☐ Other

Description of Request

We are requesting legal review of the attached Room Night Generating Funding contract for Arabian Horse Association of Florida, Inc.

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:** Friday, Septembe Agenda Deadline Date for **Admin:** Thursday, Septe Agenda Date: Tuesday, Octobe

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. 2025-794 RESUBMIT

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: Approved as to form.

Date Received:

RECEIVED
By Victoria Ryder at 1:22 pm, Sep 04, 2025

Attorney Signature: Date 9/4/25

Staff Signature: 090425 (Completed) Returned: ☒ Department ☐ Admin ☐

AGREEMENT BETWEEN MARION COUNTY AND ARABIAN HORSE ASSOCIATION OF FLORIDA, INC.

This Agreement is made and entered into by and between Marion County, a political subdivision of the State of Florida, ("County") and **Arabian Horse Association of Florida, Inc.** ("Recipient"), whose address is **2075 Haas Rd. Apopka, FL 32712** for the **AHAF Holiday Festival Arabian Horse Show.** (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 a grant 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 **350** verified hotel room night bookings in an amount not to exceed ***$3,500.00 (three thousand five 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 **August 20, 2025**, and subsequently approved by the Board of County Commissioners on **November 4, 2025.**

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 **November 26-29,2025 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 60 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.

C.

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. 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;
C. If applicable, Inclusion in the Event/Project e-blast and/or press releases;
D. If applicable, Full page ad in the Event/Project program;
E. Recognition during public address announcements; and
F. Focus group surveys/access for research firm.

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.
(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.

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.

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: _____
KATHY BRYANT
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: 9/26/25

ARABIAN HORSE ASSOCIATION OF FLORIDA, INC. **(Recipient)**

By: Laurie A Salmi
Printed Name: **Laurie Ann Salmi**
Its: **Immediate Past President**
Date: 10/8/2025

STATE OF FLORIDA

COUNTY OF POLK

The forgoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 8 day of OCTOBER, 2025 by **Laurie Anna Salmi** (name of officer, manager, or agent), the Immediate Past President (title) of **ARABIAN HORSE ASSOCIATION OF FLORIDA, 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 FLORIDA DRIVER'S LICENSE (type of identification) as identification.

SUSANA SHRAKE
Notary Public - State of Florida
Commission # HH 692347
My Comm. Expires Jun 27, 2029

(Notary Signature and Notary Seal)

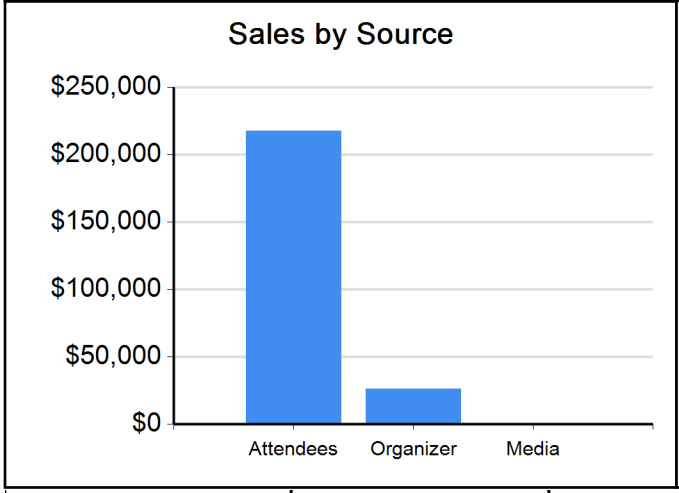
SUSANA SHRAKE
(Name of Notary Typed, Printed or Stamped)
Commission Expires: JUNE 27, 2029

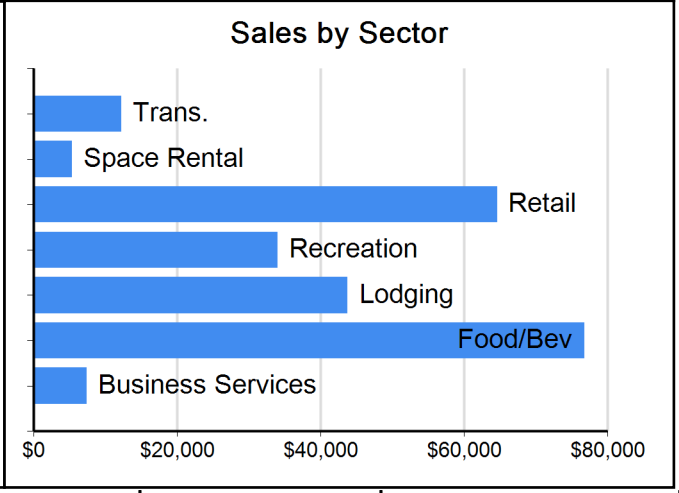
Event Impact Summary

Destination: Ocala/Marion County Visitors & Convention Bureau

Event Parameters		Key Results	
Event Name:	AHAF Holiday Festival Arabian Horse Show	Business Sales (Direct):	$243,984
Organization:	Arabian Horse Association of Florida, INC	Business Sales (Total):	$355,856
Event Type:	Adult Amateur	Jobs Supported (Direct):	80
Start Date:	11/26/2025	Jobs Supported (Total):	92
End Date:	11/29/2025	Local Taxes (Total):	$8,607
Overnight Attendees:	225	Net Direct Tax ROI:	$3,656
Day Attendees:	1275	Estimated Room Demand:	350

Direct Business Sales





Industry	Attendees	Organizer	Media/Sponsors	Total
Lodging	$43,750	$0	$0	$43,750
Transportation	$10,453	$1,708	$42	$12,204
Food & Beverage	$64,976	$11,760	$0	$76,736
Retail	$64,618	$0	$0	$64,618
Recreation	$33,962	$0	$0	$33,962
Space Rental	$0	$5,338	$0	$5,338
Business Services	$0	$7,353	$24	$7,376
TOTAL	$217,759	$26,159	$66	$243,984

Event Impact Details

Destination: Ocala/Marion County Visitors & Convention Bureau

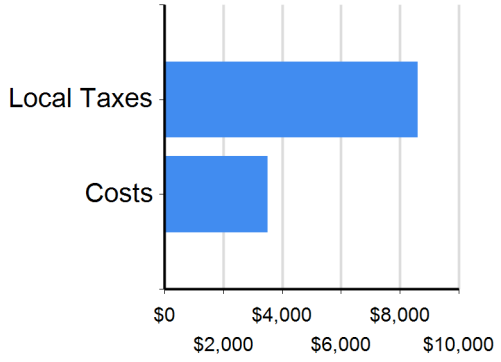
Event Name: AHAF Holiday Festival Arabian Horse Show 2025
Organization: Arabian Horse Association of Florida, INC

Economic Impact Details

	Direct	Indirect/Induced	Total
Business Sales	$243,984	$111,872	$355,856
Personal Income	$72,798	$27,623	$100,421
Jobs Supported			
Persons	80	11	92
Annual FTEs	3	0	3
Taxes and Assessments			
Federal Total	$21,059	$9,000	$30,059
State Total	$16,726	$3,558	$20,284
sales	$12,627	$1,678	$14,305
income	$0	$0	$0
bed	$0	-	$0
other	$4,099	$1,879	$5,978
Local Total (excl. property)	$7,156	$1,451	$8,607
sales	$3,157	$420	$3,576
income	$0	$0	$0
bed	$1,750	-	$1,750
per room charge	$0	-	$0
tourism district	$0	-	$0
restaurant	$0	$0	$0
other	$2,250	$1,031	$3,281
property tax	$4,426	$1,312	$5,738

Event Return on Investment (ROI)

Direct local tax ROI (net property taxes)	
Direct Tax Receipts	$7,156
DMO Hosting Costs	$3,500
Direct ROI	$3,656
Net Present Value	$3,656
Direct ROI (%)	104%
Total local tax ROI (net property taxes)	
Total Local Tax Receipts	$8,607
Total ROI	$5,107
Net Present Value	$5,107
Total ROI (%)	146%



Estimated Room Demand Metrics

Room Nights (total)	350
Room Pickup (block only)	350
Peak Rooms	98
Total Visitor Days	1,570

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21019 **Agenda Date:** 11/4/2025 **Agenda No.:** 7.7.2.

SUBJECT:
Request Approval of Tourist Development Council Funding Request for Marketing Assistance Funding Program Reimbursement for City of Ocala, For Benefit of, Ocala Recreation & Parks (Budget Impact - Neutral; expenditure of $5,000)

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 Marketing Assistance Program is designed to enable tourism-related businesses in Marion County to enhance their marketing opportunities leveraged with the Ocala/Marion County destination brand. This funding contract is for the Marketing Assistance Funding Program Reimbursement for City of Ocala, For Benefit of, Ocala Recreation & Parks. This program was recommended for funding by the TDC at their regularly scheduled meeting on August 20, 2025.

City of Ocala, For Benefit of, Ocala Recreation & Parks $5,000

BUDGET/IMPACT:
Neutral; expenditure of $5,000. 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.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Wheeler (Last) Sky (First) (Dept) Visitors & Convention Bureau - 2870

(Title) Tourist Development Manager (Phone) (352) 438-2800

Signature Sky Wheeler Date Thursday, August 28, 2025

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 legal review of the agreement for the Marketing Assistance Funding Program for City of Ocala, For Benefit Of, Ocala Recreation & Parks which was presented to the TDC for recommendation on 8/20/25. The TDC has recommended this applicant to the BCC for approval.

For more information or discussion, contact: ☐ Same as above

(Name) Shelton (Last) Candace (First) (Title) Industry and Community Relations (Phone) (352) 438-2800

Agenda Item? ☑ Yes ☐ No Agenda Date: Tuesday, October 7, 2025

Agenda Deadline Date for **Legal:** Friday, September 5, 2025 Agenda Deadline Date for **Admin:** Thursday, September 18, 20

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. 2025-860

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 Victoria Ryder at 4:39 pm, Aug 28, 2025

Attorney Signature: Thomas Schwartz Date 8/29/25

Staff Signature: Lori Wilkie (Completed) Date: 8/29/25 Returned: ☑ Department ☐ Admin ☐ _____

Ocala
MARION COUNTY, FL
Visitors & Convention Bureau

AGREEMENT BETWEEN MARION COUNTY AND CITY OF OCALA, FOR BENEFIT OF, OCALA RECREATION & PARKS

This Agreement is made and entered into by and between Marion County, a political subdivision of the State of Florida, ("County") and **City of Ocala, For Benefit Of, Ocala Recreation & Parks** ("Recipient"), whose address is **110 SE Watula Ave Ocala, FL 34475** for **Marketing Assistance Funding Program Reimbursement** (the "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 Marketing Assistance Funding Program Guidelines, 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 is requesting funding for the Project in the form of reimbursement from County's Marketing Assistance 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.

2.2 With regard to the Project, County shall make one payment to Recipient as reimbursement for eligible expenses in an amount not to exceed **Five Thousand Dollars and no cents ($5,000).** All eligible expenses must be incurred from the date of execution of this Agreement to **September 30, 2026**, hereby designated as the deadline for the Project's completion, (the "Project End Date") in order to be entitled to reimbursement.

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.

A. Expenses: Recipient is instructed to refer to the Marketing Assistance 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. The deadline for submission of all required documentation, including the final report and reimbursement material to OMCVCB is **September 30, 2026** (the "Project End Date"). All supporting documentation must have verifiable dates which fall within the fiscal year in which the funds were approved. 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.

C. Recipient acknowledges that all funds it receives are subject to audit by the Marion County Clerk of the Court – Internal Auditor or other representative as County may designate.

Article 3 –Project Eligibility:

To be eligible for Program funds, the Project shall, in part, comply with the Program objective and provide certain deliverables. This Project was recommended to the Board of County Commissioners by the Tourist Development Council on **August 20, 2025** and subsequently approved by the Board of County Commissioners on **November 04, 2025.**

3.1 Program Objective:

The 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 Project shall "enrich the visitor experience, encourage repeat visitations through local business promotions, inspire brand adoption and support tangible marketing materials highlighting tourism activities in Marion County."

3.2 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. Failure to do so will result in disqualification from receiving reimbursement.

B. All marketing efforts must be approved and deployed within three (3) months of the contract's execution but, no later than March 2, 2026.

Article 4 – General Responsibilities of Recipient:

4.1 Recipient shall comply with all applicable federal, state, and local laws and regulations in executing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient agrees to furnish all labor, materials equipment, and services and shall obtain any and all governmental permits necessary to execute the Project. If any part of the Project is not properly permitted prior to execution or completed without proper permits, the Project will be disqualified for funding.

4.2 RECIPIENT shall provide proof of insurance to the Ocala/Marion County Visitors and Convention Bureau (OMCVCB), on behalf of the COUNTY, within fourteen (14) days of the contract's approval by the Board of County Commissioners. Proof of coverage must be 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-. Proof of coverage provided to County should be an Accord Certificate of Insurance and contain the following: A Commercial General Liability Insurance Policy is required in the amount of at least $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage and Personal and Advertising Injury, $1,000,000, and $50,000 Fire Legal Liability Coverage. COUNTY, 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 – The coverage shall contain no special limitation on the scope of protection afforded to COUNTY, its officials, employees, or volunteers.

4.3 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.

4.4 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.

4.5 Recipient shall keep records of all transactions. County shall have the right to review such records at County's office at **109 W. Silver Springs Blvd., Ocala, FL 34475** during normal business hours.

4.6 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@MarionCountyFL.org

IF COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT CITY'S CUSTODIAN OF PUBLIC RECORDS AT:

Angel Jacobs, City Clerk
City of Ocala City Hall
110 SE Watula Avenue
Ocala, FL 34471
Phone: 352-629-8266
Fax: 352-629-5208
Email: clerk@ocalafl.org

Article 5 – Indemnification and Liabilities:

5.1 MUTUAL INDEMNIFICATION. Each party agrees to be responsible and indemnify the other party against the indemnifying party's wrongful or negligent acts or omissions and those of its officers, agents, employees, or subcontracted third parties arising in any way out of this Agreement to the extent permitted by law. The liability of both Parties is limited, however, to the limits set forth in section 768.28, Florida Statutes, that were in force and effect at the time this Agreement was entered into by the Parties.

A. Each party shall bear its own responsibility and be liable for any claims, demands, suits, actions, damages and causes of action arising out of or occurring during travel to or from the premises under this Agreement.

B. All of the privileges and immunities and limitations from liability exemptions from laws, ordinances and rules, and all pensions and relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of the Parties hereto when performing their respective functions within their respective geographical limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such functions and duties of such officers, agents or employees extraterritorially under the provisions of this Agreement.

5.2 NO WAIVER OF SOVEREIGN IMMUNITY. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity protections, rights, or limits to liability provided to both Parties under section 768.28, Florida Statutes, or other applicable law. This section shall survive the termination of this Agreement.

Article 6 - Termination of this Agreement:

6.1 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 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 Project.

Article 8 – Governing Law, Venue, Waiver of Right to Jury Trial, Severability:

8.1 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.

8.2 Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.

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: _____
KATHY BRYANT
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: 9/24/25

City of Ocala, For Benefit Of, Ocala Recreation & Parks (Recipient)

By: _____
Printed Name: Pete Lee
Its: City Manager
Date: 10/29/2025

STATE OF Florida
COUNTY OF Marion

The forgoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this October 14, 2025 by Christopher Watt (name of officer or agent), the Chief of Staff (title) of City of Ocala (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced N/A (type of identification) as identification.

_____
(Notary Signature and Notary Seal)

CHRISTOPHER J. WATT
Notary Public
State of Florida
Comm# HH260387
Expires 5/2/2026

_____
(Name of Notary Typed, Printed or Stamped)

Commission Expires: _____

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21020 **Agenda Date:** 11/4/2025 **Agenda No.:** 7.7.3.

SUBJECT:
Request Approval of Tourist Development Council Funding Request for Marketing Assistance Funding Program Reimbursement for Adventure Ocala, LLC DBA Naventure - Ocala. (Budget Impact - Neutral; expenditure of $5,000)

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 Marketing Assistance Program is designed to enable tourism-related businesses in Marion County to enhance their marketing opportunities leveraged with the Ocala/Marion County destination brand. This funding contract is for the Marketing Assistance Funding Program Reimbursement for Adventure Ocala, LLC DBA Naventure - Ocala. This program was recommended for funding by the TDC at their regularly scheduled meeting on August 20, 2025.

Adventure Ocala, LLC DBA Naventure - Ocala.	$5,000

BUDGET/IMPACT:
Neutral; expenditure of $5,000. 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.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Wheeler (Last) Sky (First) (Dept) Visitors & Convention Bureau - 2870

(Title) Tourist Development Manager (Phone) (352) 438-2800

Signature Sky Wheeler Date Thursday, August 28, 2025

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 legal review of the agreement for the Marketing Assistance Funding Program for Adventure Ocala, LLC., DBA Naventure - Ocala which was presented to the TDC for recommendation on 8/20/25. The TDC has recommended this applicant to BCC for approval.

For more information or discussion, contact: ☐ Same as above

(Name) Shelton (Last) Candace (First) (Title) Industry & Community Relatons (Phone) (352) 438-2800

Agenda Item? ☑ Yes ☐ No Agenda Date: Tuesday, October 7, 2025

Agenda Deadline Date for **Legal:** Friday, September 5, 2025 Agenda Deadline Date for **Admin:** Thursday, September 18, 20

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. 2025-869

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 Victoria Ryder at 4:57 pm, Aug 28, 2025

Attorney Signature: _____ Date 8/29/25

Staff Signature: _____ Date: 8/29/25 Returned: ☑ Department ☐ Admin ☐ _____
Completed



AGREEMENT BETWEEN MARION COUNTY AND ADVENTURE OCALA, LLC., DBA NAVENTURE - OCALA

This Agreement is made and entered into by and between Marion County, a political subdivision of the State of Florida, ("County") and **Adventure Ocala, LLC DBA Naventure - Ocala (**"Recipient"), whose address is **26701 East Highway 40 Silver Springs, FL 34489** for **Marketing Assistance Funding Program Reimbursement** (the "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 Marketing Assistance Funding Program Guidelines, 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 is requesting funding for the Project in the form of reimbursement from County's Marketing Assistance 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.

2.2 With regard to the Project, County shall make one payment to Recipient as reimbursement for eligible expenses in an amount not to exceed **Five Thousand Dollars and no cents ($5,000).** All eligible expenses must be incurred from the date of execution of this Agreement to **September 30, 2026**, hereby designated as the deadline for the Project's completion, (the "Project End Date") in order to be entitled to reimbursement.

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.

A. Expenses: Recipient is instructed to refer to the Marketing Assistance 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. The deadline for submission of all required documentation, including the final report and reimbursement material to OMCVCB is **September 30, 2026** (the "Project End Date"). All supporting documentation must have verifiable dates which fall within the fiscal year in which the funds were approved. 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.

C. Recipient acknowledges that all funds it receives are subject to audit by the Marion County Clerk of the Court – Internal Auditor or other representative as County may designate.

Article 3 –Project Eligibility:

To be eligible for Program funds, the Project shall, in part, comply with the Program objective and provide certain deliverables. This Project was recommended to the Board of County Commissioners by the Tourist Development Council on **August 20, 2025** and subsequently approved by the Board of County Commissioners on **November 04, 2025.**

3.1 Program Objective:

The 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 Project shall "enrich the visitor experience, encourage repeat visitations through local business promotions, inspire brand adoption and support tangible marketing materials highlighting tourism activities in Marion County."

3.2 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. Failure to do so will result in disqualification from receiving reimbursement.

B. All marketing efforts must be approved and deployed within three (3) months of the contract's execution but, no later than March 2, 2026.

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 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 Project.

Article 8 – Governing Law, Venue, Waiver of Right to Jury Trial, Severability:

8.1 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.

8.2 Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.

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: _____
KATHY BRYANT
CHAIRMAN

DATE: _____

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY
BCC APPROVED:

MATTHEW MINTER
COUNTY ATTORNEY

ACCEPTANCE DATE: 9/24/25

Adventure Ocala, LLC., DBA Naventure - Ocala (Recipient)

By: _____
Printed Name: Ashley Parks
Its: Finance Team Leader
Date: 10/7/2025

STATE OF North Carolina
COUNTY OF Transylvania

The forgoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this Oct 7 2025, 2025 by Ashley Parks (name of officer or agent), the Finance team leader (title) of Adventure Ocala LLC (name of corporation acknowledging), a ___ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced NC DL 25879151 (type of identification) as identification.

SHARA S. STALCUP
NOTARY PUBLIC
Transylvania County
State of North Carolina
My Comm. Expires 03-01-2027

Shara S. Stalcup
(Notary Signature and Notary Seal)

Shara S. Stalcup
(Name of Notary Typed, Printed or Stamped)

Commission Expires: 3.1.2027

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21025 **Agenda Date:** 11/4/2025 **Agenda No.:** 7.7.4.

SUBJECT:
Request Approval of Tourist Development Council Request for Room Night Generating Event - Winter Series Week #1 - National Show by Arena Horse Shows of Ocala, LLC (Budget Impact - Neutral; expenditure of up to $7,380)

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. This funding contract is for WEC Winter Series Week #1 - National Show hosted by Arena Horse Shows of Ocala to be held January 1-4, 2026, at World Equestrian Center. This event was recommended for funding in the amount of $7,380 by the TDC at their regularly scheduled meeting on September 25, 2025.

BUDGET/IMPACT:
Neutral; expenditure of up to $7,380. 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.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Locke (Last) Corry (First) (Dept) Visitors & Convention Bureau - 2870

(Title) Group Sales Supervisor (Phone) 352 438 2800

Signature Corry Locke Date Thursday, October 9, 2025

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 Funding contract for Arena Horse Shows of Ocala LLC for Winter Series Week 1 - National

For more information or discussion, contact: ☐ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☐ Yes ☐ No Agenda Date: Tuesday, November 4, 2025

Agenda Deadline Date for **Legal:** Friday, October 10, 2025 Agenda Deadline Date for **Admin:** Thursday, October 23, 2025

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. 2025-1031

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 Lori.Zirkle at 9:06 am, Oct 10, 2025

Attorney Signature: Thomas Schwartz Date 10/10/25

Staff Signature: MDL (Completed) Date: 10/13/25 Returned: ☑ Department ☐ Admin ☐ _____

AGREEMENT BETWEEN MARION COUNTY AND ARENA HORSE SHOWS OF OCALA, LLC.

This Agreement is made and entered into by and between Marion County, a political subdivision of the State of Florida, ("County") and **Arena Horse Shows of Ocala, LLC** ("Recipient"), whose address is **600 Gillam Road Wilmington, OH 45177** for the **Winter Series Week #1 – National Show** (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 a grant 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 1,476 verified hotel room night bookings in an amount not to exceed ***$7,380.00 (seven thousand three hundred and eighty 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 **September 25, 2025**, and subsequently approved by the Board of County Commissioners on **November 4, 2025.**

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 **January 1 – January 4, 2026 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 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. 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 branded banners/digital signage on site during the Event/Project provided by County;
C. OMCVCB branded jump at the Event/Project furnished by Recipient;
D. If desired by County, hospitality seating for 8 during each day of the Event/Project;
E. Inclusion in the Event/Project e-blast;
F. If applicable, full page ad in the Event/Project program;
G. Recognition during public address announcements;
H. Inclusion in press releases;
I. Focus group surveys/access for research firm;
J. Television and livestreaming coverage;

a. **If desired by County, County shall provide Recipient video graphic secondary or b-roll footage and Recipient shall use such footage in Recipient's broadcast(s);**

K. **If desired by County, vendor space;**

L. **If desired by County, Opportunity for County to cross-promote County at other Recipient sanctioned events and venues; and,**

M. **If desired by County, Opportunity for County's participation at the opening ceremony and/or presentation of awards.**

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.
(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.

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.

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 CLERK OF COURT	KATHY BRYANT CHAIRMAN
DATE: _____	DATE: _____

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY
BCC APPROVED:

_____
MATTHEW MINTER
COUNTY ATTORNEY

ACCEPTANCE DATE: 10/13/25

Arena Horse Shows of Ocala, LLC. **(Recipient)**

By: _____

Printed Name: **Donald Deluca**

Its: **Vice President, Secretary**

Date: 10-16-25

STATE OF Florida

COUNTY OF Marion

The forgoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 16 day of October, 2025 by **Donald Deluca** (name of officer, manager, or agent), the Vice President, Secretary (title) of **Arena Horse Shows of Ocala, LLC.** (name of entity acknowledging), a Ohio (state or place of formation) entity, on behalf of whom this instrument was executed. He/she is personally known to me or has produced _____ (type of identification) as identification.

JANNA WARD
MY COMMISSION # HH 240091
EXPIRES: July 9, 2026

_____
(Notary Signature and Notary Seal)

JANNA WARD
(Name of Notary Typed, Printed or Stamped)

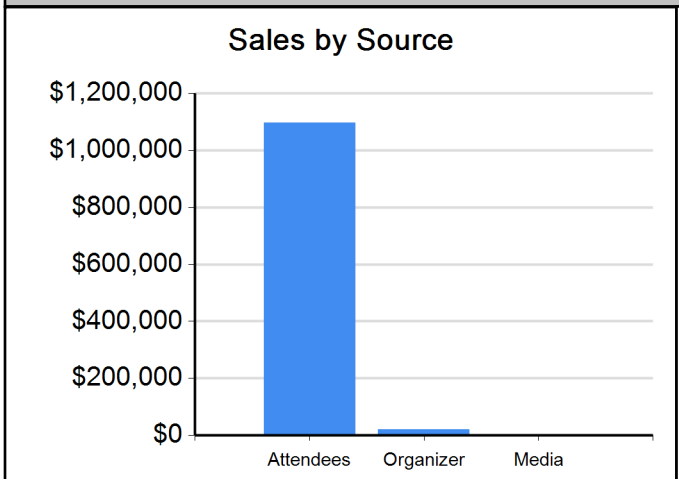
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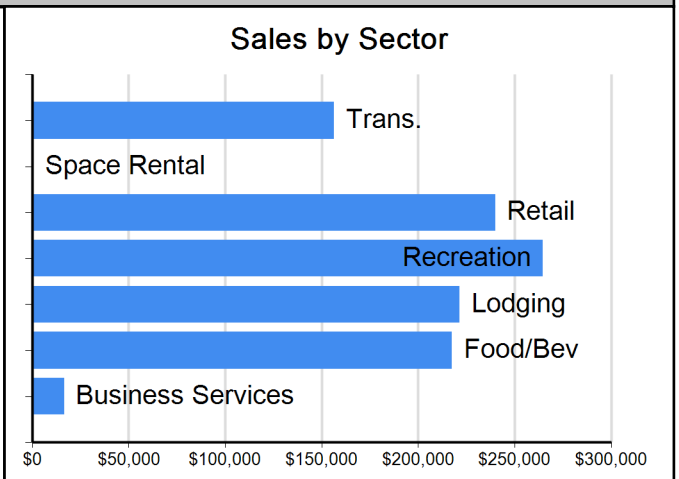
Event Impact Summary

Destination: Ocala/Marion County Visitors & Convention Bureau

Event Parameters		Key Results	
Event Name:	Winter Series Week 1 - National	Business Sales (Direct):	$1,117,193
Organization:	World Equestrian Center	Business Sales (Total):	$1,630,098
Event Type:	Professional	Jobs Supported (Direct):	348
Start Date:	1/1/2026	Jobs Supported (Total):	400
End Date:	1/4/2026	Local Taxes (Total):	$41,482
Overnight Attendees:	737	Net Direct Tax ROI:	$27,449
Day Attendees:	1720	Estimated Room Demand:	1,476

Direct Business Sales





Industry	Attendees	Organizer	Media/Sponsors	Total
Lodging	$221,400	$0	$0	$221,400
Transportation	$156,222	$147	$92	$156,461
Food & Beverage	$214,518	$2,760	$0	$217,278
Retail	$240,084	$0	$0	$240,084
Recreation	$264,676	$0	$0	$264,676
Space Rental	$0	$621	$0	$621
Business Services	$0	$16,464	$208	$16,672
TOTAL	$1,096,900	$19,992	$301	$1,117,193

Event Impact Details

Destination: Ocala/Marion County Visitors & Convention Bureau

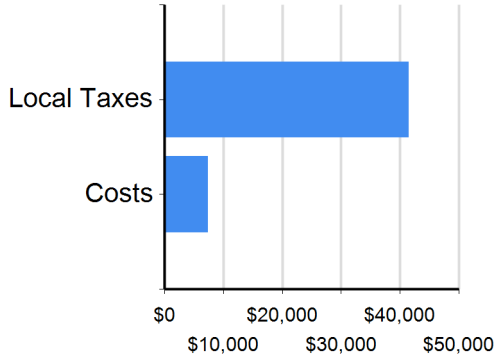
Event Name: Winter Series Week 1 - National 2026
Organization: World Equestrian Center

Economic Impact Details

	Direct	Indirect/Induced	Total
Business Sales	$1,117,193	$512,906	$1,630,098
Personal Income	$338,049	$127,262	$465,310
Jobs Supported			
Persons	348	52	400
Annual FTEs	12	2	13
Taxes and Assessments			
Federal Total	$96,967	$41,333	$138,300
State Total	$81,459	$16,310	$97,769
sales	$62,690	$7,694	$70,383
income	$0	$0	$0
bed	$0	-	$0
other	$18,769	$8,617	$27,386
Local Total (excl. property)	$34,829	$6,653	$41,482
sales	$15,672	$1,923	$17,596
income	$0	$0	$0
bed	$8,856	-	$8,856
per room charge	$0	-	$0
tourism district	$0	-	$0
restaurant	$0	$0	$0
other	$10,301	$4,729	$15,030
property tax	$20,267	$6,019	$26,286

Event Return on Investment (ROI)

Direct local tax ROI (net property taxes)	
Direct Tax Receipts	$34,829
DMO Hosting Costs	$7,380
Direct ROI	$27,449
Net Present Value	$26,899
Direct ROI (%)	372%
Total local tax ROI (net property taxes)	
Total Local Tax Receipts	$41,482
Total ROI	$34,102
Net Present Value	$33,418
Total ROI (%)	462%



Estimated Room Demand Metrics

Room Nights (total)	1,476
Room Pickup (block only)	1,476
Peak Rooms	335
Total Visitor Days	4,408

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21026 **Agenda Date:** 11/4/2025 **Agenda No.:** 7.7.5.

SUBJECT:
Request Approval of Tourist Development Council Request for Room Night Generating Event - Winter Series Week #2 - National Show & FEI by Arena Horse Shows of Ocala, LLC (Budget Impact - Neutral; expenditure of up to $5,760)

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. This funding contract is for Winter Series Week #2 - National Show & FEI hosted by Arena Horse Shows of Ocala to be held January 7-11, 2026, at World Equestrian Center. This event was recommended for funding in the amount of $5,760 by the TDC at their regularly scheduled meeting on September 25, 2025.

BUDGET/IMPACT:
Neutral; expenditure of up to $5,760. 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.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Locke (Last) Corry (First) (Dept) Visitors & Convention Bureau - 2870

(Title) Group Sales Supervisor (Phone) 352 438 2800

Signature Corry Locke Date Thursday, October 9, 2025

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 Funding contract for Arena Horse Shows of Ocala LLC for Winter Series Week 2 - National Show and FEI

For more information or discussion, contact: ☐ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☐ Yes ☐ No Agenda Date: Tuesday, November 4, 2025

Agenda Deadline Date for **Legal:** Friday, October 10, 2025 Agenda Deadline Date for **Admin:** Thursday, October 23, 2025

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. 2025-1032

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 Lori.Zirkle at 9:12 am, Oct 10, 2025

Attorney Signature: _____ Date 10/13/25

Staff Signature: _____ Date: 10/13/25 Returned: ☒ Department ☐ Admin ☐ _____
Completed

Rev2 03/19/2025

AGREEMENT BETWEEN MARION COUNTY AND ARENA HORSE SHOWS OF OCALA, LLC.

This Agreement is made and entered into by and between Marion County, a political subdivision of the State of Florida, ("County") and **Arena Horse Shows of Ocala, LLC** ("Recipient"), whose address is **600 Gillam Road Wilmington, OH 45177** for the **Winter Series Week #2 – National Show & FEI** (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 a grant 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 1,152 verified hotel room night bookings in an amount not to exceed ***$5,760.00 (five thousand seven hundred and sixty 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 **September 25, 2025**, and subsequently approved by the Board of County Commissioners on **November 4, 2025.**

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 **January 7 – 11, 2026 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 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. 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 branded banners/digital signage on site during the Event/Project provided by County;
C. OMCVCB branded jump at the Event/Project furnished by Recipient;
D. If desired by County, hospitality seating for 8 during each day of the Event/Project;
E. Inclusion in the Event/Project e-blast;
F. If applicable, full page ad in the Event/Project program;
G. Recognition during public address announcements;
H. Inclusion in press releases;
I. Focus group surveys/access for research firm;
J. Television and livestreaming coverage;

a. **If desired by County, County shall provide Recipient video graphic secondary or b-roll footage and Recipient shall use such footage in Recipient's broadcast(s);**

K. **If desired by County, vendor space;**

L. **If desired by County, Opportunity for County to cross-promote County at other Recipient sanctioned events and venues; and,**

M. **If desired by County, Opportunity for County's participation at the opening ceremony and/or presentation of awards.**

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.
(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.

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.

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: _____
KATHY BRYANT
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: 10/13/25

Arena Horse Shows of Ocala, LLC. **(Recipient)**

By: _____

Printed Name: **Donald Deluca**

Its: **Vice President, Secretary**

Date: 10-16-25

STATE OF [redacted] Florida

COUNTY OF Marion

The forgoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 16 day of October, 2025 by **Donald Deluca** (name of officer, manager, or agent), the Vice President, Secretary (title) of **Arena Horse Shows of Ocala, LLC.** (name of entity acknowledging), a Ohio (state or place of formation) entity, on behalf of whom this instrument was executed. He/she is personally known to me or has produced _____ (type of identification) as identification.

JANNA WARD
MY COMMISSION # HH 240091
EXPIRES: July 9, 2026

_____
(Notary Signature and Notary Seal)

JANNA WARD
_____
(Name of Notary Typed, Printed or Stamped)

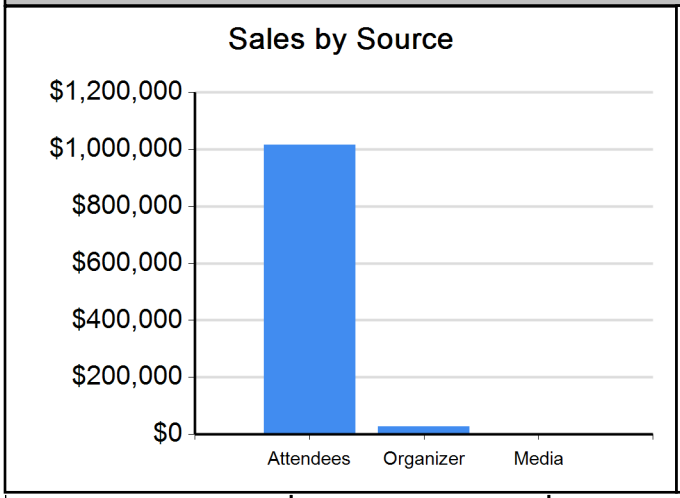
Commission Expires: 7-9-26

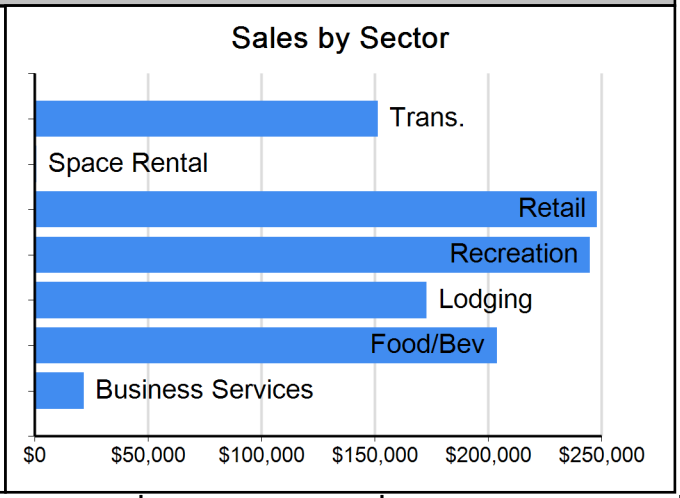
Event Impact Summary

Destination: Ocala/Marion County Visitors & Convention Bureau

Event Parameters		Key Results	
Event Name:	Winter Series Week 2 - National Show and FEI	Business Sales (Direct):	$1,043,090
Organization:	World Equestrian Center	Business Sales (Total):	$1,526,529
Event Type:	Professional	Jobs Supported (Direct):	286
Start Date:	1/7/2026	Jobs Supported (Total):	329
End Date:	1/11/2026	Local Taxes (Total):	$37,342
Overnight Attendees:	623	Net Direct Tax ROI:	$25,312
Day Attendees:	2837	Estimated Room Demand:	1,152

Direct Business Sales





Industry	Attendees	Organizer	Media/Sponsors	Total
Lodging	$172,800	$0	$0	$172,800
Transportation	$150,816	$258	$118	$151,192
Food & Beverage	$200,271	$3,519	$0	$203,790
Retail	$247,966	$0	$0	$247,966
Recreation	$244,856	$0	$0	$244,856
Space Rental	$0	$791	$0	$791
Business Services	$0	$21,428	$266	$21,694
TOTAL	$1,016,710	$25,997	$383	$1,043,090

Event Impact Details

Destination: Ocala/Marion County Visitors & Convention Bureau

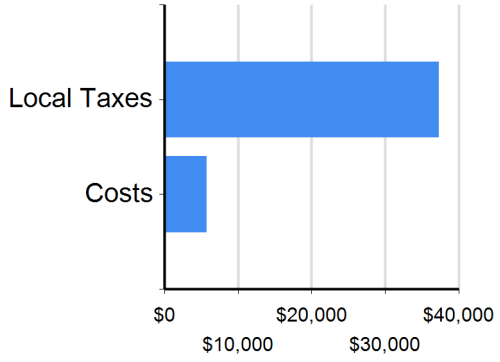
Event Name: Winter Series Week 2 - National Show and FEI 2026
Organization: World Equestrian Center

Economic Impact Details

	Direct	Indirect/Induced	Total
Business Sales	$1,043,090	$483,439	$1,526,529
Personal Income	$312,128	$117,370	$429,498
Jobs Supported			
Persons	286	42	329
Annual FTEs	11	2	12
Taxes and Assessments			
Federal Total	$90,136	$38,664	$128,800
State Total	$75,693	$15,373	$91,066
sales	$58,169	$7,252	$65,420
income	$0	$0	$0
bed	$0	-	$0
other	$17,524	$8,122	$25,646
Local Total (excl. property)	$31,072	$6,270	$37,342
sales	$14,542	$1,813	$16,355
income	$0	$0	$0
bed	$6,912	-	$6,912
per room charge	$0	-	$0
tourism district	$0	-	$0
restaurant	$0	$0	$0
other	$9,618	$4,457	$14,075
property tax	$18,923	$5,693	$24,616

Event Return on Investment (ROI)

Direct local tax ROI (net property taxes)	
Direct Tax Receipts	$31,072
DMO Hosting Costs	$5,760
Direct ROI	$25,312
Net Present Value	$24,804
Direct ROI (%)	439%
Total local tax ROI (net property taxes)	
Total Local Tax Receipts	$37,342
Total ROI	$31,582
Net Present Value	$30,948
Total ROI (%)	548%



Estimated Room Demand Metrics

Room Nights (total)	1,152
Room Pickup (block only)	1,152
Peak Rooms	283
Total Visitor Days	4,449

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21027 **Agenda Date:** 11/4/2025 **Agenda No.:** 7.7.6.

SUBJECT:
Request Approval of Tourist Development Council Request for Room Night Generating Event - Winter Series Week #3 - National Show & FEI by Arena Horse Shows of Ocala, LLC (Budget Impact - Neutral; expenditure of up to $7,755)

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. This funding contract is for WEC Winter Series Week #3 - National Show & FEI hosted by Arena Horse Shows of Ocala to be held January 14-18, 2026, at World Equestrian Center. This event was recommended for funding in the amount of $7,755 by the TDC at their regularly scheduled meeting on September 25, 2025.

BUDGET/IMPACT:
Neutral; expenditure of up to $7,755. 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.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Locke (Last) Corry (First) (Dept) Visitors & Convention Bureau - 2870

(Title) Group Sales Supervisor (Phone) 352 438 2800

Signature Corry Locke Date Thursday, October 9, 2025

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 Funding contract for Arena Horse Shows of Ocala LLC for Winter Series Week 3 - National Show and FEI

For more information or discussion, contact: ☐ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☐ Yes ☐ No Agenda Date: Tuesday, November 4, 2025

Agenda Deadline Date for **Legal:** Friday, October 10, 2025 Agenda Deadline Date for **Admin:** Thursday, October 23, 2025

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. 2025-1033

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 Lori.Zirkle at 9:18 am, Oct 10, 2025

Attorney Signature: _____ Date 10/13/25

Staff Signature: _____ Date: 10/13/25 Returned: ☐ Department ☐ Admin ☐ _____
Completed

Rev2 03/1 **1033**

AGREEMENT BETWEEN MARION COUNTY AND ARENA HORSE SHOWS OF OCALA, LLC.

This Agreement is made and entered into by and between Marion County, a political subdivision of the State of Florida, ("County") and **Arena Horse Shows of Ocala, LLC** ("Recipient"), whose address is **600 Gillam Road Wilmington, OH 45177** for the **Winter Series Week #3 – National Show & FEI** (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 a grant 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 1,551 verified hotel room night bookings in an amount not to exceed ***$7,755.00 (seven thousand seven hundred and fifty-five 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 **September 25, 2025**, and subsequently approved by the Board of County Commissioners on **November 4, 2025.**

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 **January 14 – 18, 2026 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 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. 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 branded banners/digital signage on site during the Event/Project provided by County;
C. OMCVCB branded jump at the Event/Project furnished by Recipient;
D. If desired by County, hospitality seating for 8 during each day of the Event/Project;
E. Inclusion in the Event/Project e-blast;
F. If applicable, full page ad in the Event/Project program;
G. Recognition during public address announcements;
H. Inclusion in press releases;
I. Focus group surveys/access for research firm;
J. Television and livestreaming coverage;

a. **If desired by County, County shall provide Recipient video graphic secondary or b-roll footage and Recipient shall use such footage in Recipient's broadcast(s);**

K. **If desired by County, vendor space;**

L. **If desired by County, Opportunity for County to cross-promote County at other Recipient sanctioned events and venues; and,**

M. **If desired by County, Opportunity for County's participation at the opening ceremony and/or presentation of awards.**

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.
(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.

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.

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: _____
KATHY BRYANT
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: 10/13/25

Arena Horse Shows of Ocala, LLC. **(Recipient)**

By: _____

Printed Name: **Donald Deluca**

Its: **Vice President, Secretary**

Date: 10-16-25

STATE OF Marion

COUNTY OF Florida

The forgoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 16 day of October, 2025 by **Donald Deluca** (name of officer, manager, or agent), the Vice President, Secretary (title) of **Arena Horse Shows of Ocala, LLC.** (name of entity acknowledging), a Ohio (state or place of formation) entity, on behalf of whom this instrument was executed. He/she is personally known to me or has produced _____ (type of identification) as identification.

JANNA WARD
MY COMMISSION # HH 240091
EXPIRES: July 9, 2026

_____
(Notary Signature and Notary Seal)

JANNA WARD
(Name of Notary Typed, Printed or Stamped)

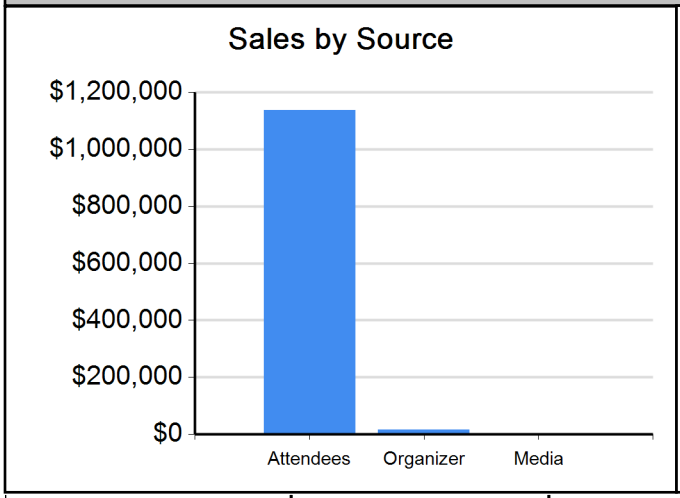
Commission Expires: 7-9-26

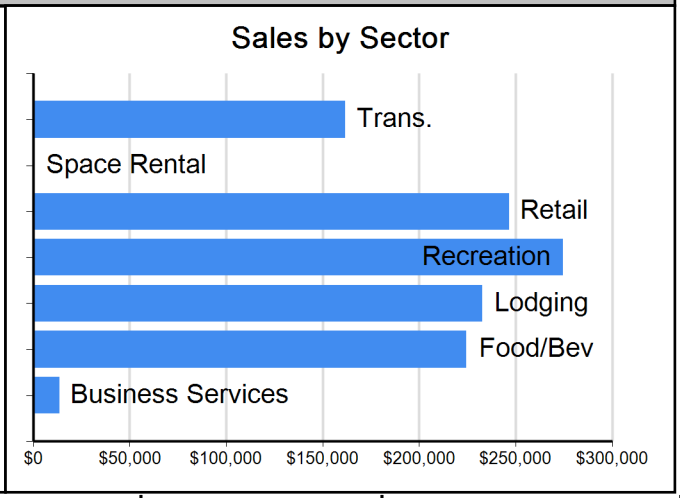
Event Impact Summary

Destination: Ocala/Marion County Visitors & Convention Bureau

Event Parameters		Key Results	
Event Name:	Winter Series Week 3 - National Show and FEI	Business Sales (Direct):	$1,153,884
Organization:	World Equestrian Center	Business Sales (Total):	$1,682,399
Event Type:	Professional	Jobs Supported (Direct):	320
Start Date:	1/14/2026	Jobs Supported (Total):	367
End Date:	1/18/2026	Local Taxes (Total):	$43,041
Overnight Attendees:	416	Net Direct Tax ROI:	$28,431
Day Attendees:	1665	Estimated Room Demand:	1,551

Direct Business Sales





Industry	Attendees	Organizer	Media/Sponsors	Total
Lodging	$232,650	$0	$0	$232,650
Transportation	$161,408	$155	$74	$161,638
Food & Beverage	$222,289	$2,214	$0	$224,503
Retail	$246,511	$0	$0	$246,511
Recreation	$274,478	$0	$0	$274,478
Space Rental	$0	$498	$0	$498
Business Services	$0	$13,439	$167	$13,606
TOTAL	$1,137,336	$16,306	$241	$1,153,884

Event Impact Details

Destination: Ocala/Marion County Visitors & Convention Bureau

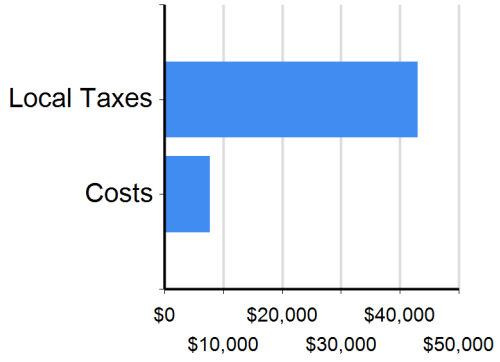
Event Name: Winter Series Week 3 - National Show and FEI 2026
Organization: World Equestrian Center

Economic Impact Details

	Direct	Indirect/Induced	Total
Business Sales	$1,153,884	$528,515	$1,682,399
Personal Income	$349,609	$131,327	$480,936
Jobs Supported			
Persons	320	47	367
Annual FTEs	12	2	14
Taxes and Assessments			
Federal Total	$100,204	$42,613	$142,816
State Total	$84,349	$16,807	$101,156
sales	$64,964	$7,928	$72,891
income	$0	$0	$0
bed	$0	-	$0
other	$19,385	$8,879	$28,264
Local Total (excl. property)	$36,186	$6,855	$43,041
sales	$16,241	$1,982	$18,223
income	$0	$0	$0
bed	$9,306	-	$9,306
per room charge	$0	-	$0
tourism district	$0	-	$0
restaurant	$0	$0	$0
other	$10,639	$4,873	$15,512
property tax	$20,933	$6,197	$27,129

Event Return on Investment (ROI)

Direct local tax ROI (net property taxes)	
Direct Tax Receipts	$36,186
DMO Hosting Costs	$7,755
Direct ROI	$28,431
Net Present Value	$27,861
Direct ROI (%)	367%
Total local tax ROI (net property taxes)	
Total Local Tax Receipts	$43,041
Total ROI	$35,286
Net Present Value	$34,578
Total ROI (%)	455%



Estimated Room Demand Metrics

Room Nights (total)	1,551
Room Pickup (block only)	1,551
Peak Rooms	189
Total Visitor Days	4,536

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21028 **Agenda Date:** 11/4/2025 **Agenda No.:** 7.7.7.

SUBJECT:
Request Approval of Tourist Development Council Request for Room Night Generating Event - Winter Series Week #4 - National Show & FEI by Arena Horse Shows of Ocala, LLC (Budget Impact - Neutral; expenditure of up to $7,405)

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. This funding contract is for Winter Series Week #4 - National Show & FEI hosted by Arena Horse Shows of Ocala to be held January 21-25, 2026, at World Equestrian Center. This event was recommended for funding in the amount of $7,405 by the TDC at their regularly scheduled meeting on September 25, 2025.

BUDGET/IMPACT:
Neutral; expenditure of up to $7,405. 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.

1049

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Locke (Last) Corry (First) (Dept) Visitors & Convention Bureau - 2870

(Title) Group Sales Supervisor (Phone) 352 438 2800

Signature Corry Locke Date Thursday, October 9, 2025

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 Funding contract for Arena Horse Shows of Ocala LLC for Winter Series Week 4 - National Show and FEI

For more information or discussion, contact: ☐ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☐ Yes ☐ No Agenda Date: Tuesday, November 4, 2025

Agenda Deadline Date for **Legal:** Friday, October 10, 2025 Agenda Deadline Date for **Admin:** Thursday, October 23, 2025

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. 2025-1034

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 Lori.Zirkle at 9:22 am, Oct 10, 2025

Attorney Signature: _____ Date 10/13/25

Staff Signature: _____ Date: 10/13/25 Returned: ☑ Department ☐ Admin ☐ _____
Completed

Rev2 03/19/2025

AGREEMENT BETWEEN MARION COUNTY AND ARENA HORSE SHOWS OF OCALA, LLC.

This Agreement is made and entered into by and between Marion County, a political subdivision of the State of Florida, ("County") and **Arena Horse Shows of Ocala, LLC** ("Recipient"), whose address is **600 Gillam Road Wilmington, OH 45177** for the **Winter Series Week #4 – National Show & FEI** (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 a grant 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 1,481 verified hotel room night bookings in an amount not to exceed ***$7,405.00 (seven thousand four hundred and five 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 **September 25, 2025**, and subsequently approved by the Board of County Commissioners on **November 4, 2025.**

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 **January 21 – 25, 2026 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 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. 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 branded banners/digital signage on site during the Event/Project provided by County;
C. OMCVCB branded jump at the Event/Project furnished by Recipient;
D. If desired by County, hospitality seating for 8 during each day of the Event/Project;
E. Inclusion in the Event/Project e-blast;
F. If applicable, full page ad in the Event/Project program;
G. Recognition during public address announcements;
H. Inclusion in press releases;
I. Focus group surveys/access for research firm;
J. Television and livestreaming coverage;

a. **If desired by County, County shall provide Recipient video graphic secondary or b-roll footage and Recipient shall use such footage in Recipient's broadcast(s);**

K. **If desired by County, vendor space;**

L. **If desired by County, Opportunity for County to cross-promote County at other Recipient sanctioned events and venues; and,**

M. **If desired by County, Opportunity for County's participation at the opening ceremony and/or presentation of awards.**

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.
(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.

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.

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 CLERK OF COURT	KATHY BRYANT CHAIRMAN
DATE: _____	DATE: _____

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY
BCC APPROVED:

_____
MATTHEW MINTER
COUNTY ATTORNEY

ACCEPTANCE DATE: 10/13/25

Arena Horse Shows of Ocala, LLC. **(Recipient)**

By: _____

Printed Name: **Donald Deluca**

Its: **Vice President, Secretary**

Date: 10-16-25

STATE OF Florida

COUNTY OF Marion

The forgoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 16 day of October, 2025 by **Donald Deluca** (name of officer, manager, or agent), the Vice President, Secretary (title) of **Arena Horse Shows of Ocala, LLC.** (name of entity acknowledging), a Ohio (state or place of formation) entity, on behalf of whom this instrument was executed. He/she is personally known to me or has produced _____ (type of identification) as identification.

JANNA WARD
MY COMMISSION # HH 240091
EXPIRES: July 9, 2026

_____
(Notary Signature and Notary Seal)

JANNA WARD
(Name of Notary Typed, Printed or Stamped)

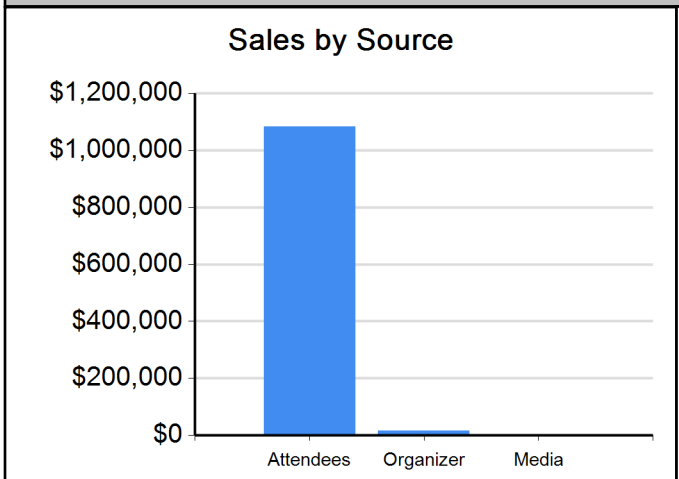
Commission Expires: 7-9-26

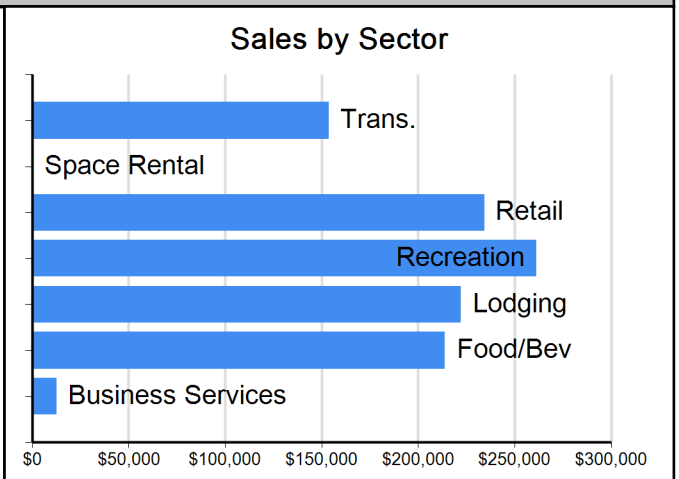
Event Impact Summary

Destination: Ocala/Marion County Visitors & Convention Bureau

Event Parameters		Key Results	
Event Name:	Winter Series Week #4 - National & FEI	Business Sales (Direct):	$1,098,551
Organization:	World Equestrian Center	Business Sales (Total):	$1,601,623
Event Type:	Professional	Jobs Supported (Direct):	304
Start Date:	1/21/2026	Jobs Supported (Total):	350
End Date:	1/25/2026	Local Taxes (Total):	$41,005
Overnight Attendees:	391	Net Direct Tax ROI:	$27,075
Day Attendees:	1562	Estimated Room Demand:	1,481

Direct Business Sales





Industry	Attendees	Organizer	Media/Sponsors	Total
Lodging	$222,150	$0	$0	$222,150
Transportation	$153,585	$146	$70	$153,800
Food & Beverage	$211,645	$2,079	$0	$213,724
Retail	$234,256	$0	$0	$234,256
Recreation	$261,376	$0	$0	$261,376
Space Rental	$0	$468	$0	$468
Business Services	$0	$12,619	$157	$12,776
TOTAL	$1,083,013	$15,312	$226	$1,098,551

Event Impact Details

Destination: Ocala/Marion County Visitors & Convention Bureau

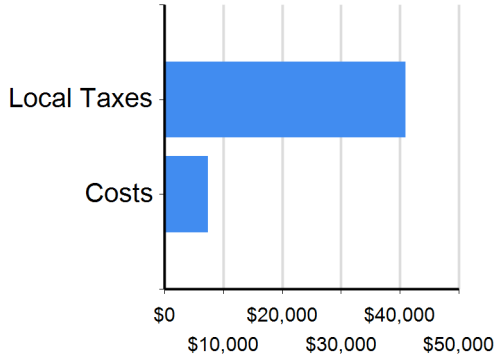
Event Name: Winter Series Week #4 - National & FEI 2026
Organization: World Equestrian Center

Economic Impact Details

	Direct	Indirect/Induced	Total
Business Sales	$1,098,551	$503,071	$1,601,623
Personal Income	$332,913	$125,052	$457,965
Jobs Supported			
Persons	304	45	350
Annual FTEs	11	2	13
Taxes and Assessments			
Federal Total	$95,406	$40,567	$135,973
State Total	$80,315	$15,998	$96,313
sales	$61,859	$7,546	$69,405
income	$0	$0	$0
bed	$0	-	$0
other	$18,456	$8,452	$26,907
Local Total (excl. property)	$34,480	$6,525	$41,005
sales	$15,465	$1,887	$17,351
income	$0	$0	$0
bed	$8,886	-	$8,886
per room charge	$0	-	$0
tourism district	$0	-	$0
restaurant	$0	$0	$0
other	$10,129	$4,638	$14,768
property tax	$19,929	$5,898	$25,827

Event Return on Investment (ROI)

Direct local tax ROI (net property taxes)	
Direct Tax Receipts	$34,480
DMO Hosting Costs	$7,405
Direct ROI	$27,075
Net Present Value	$26,532
Direct ROI (%)	366%
Total local tax ROI (net property taxes)	
Total Local Tax Receipts	$41,005
Total ROI	$33,600
Net Present Value	$32,926
Total ROI (%)	454%



Estimated Room Demand Metrics

Room Nights (total)	1,481
Room Pickup (block only)	1,481
Peak Rooms	178
Total Visitor Days	4,313

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21029 **Agenda Date:** 11/4/2025 **Agenda No.:** 7.7.8.

SUBJECT:
Request Approval of Tourist Development Council Request for Room Night Generating Event - Winter Series Week #5 - National Show & FEI by Arena Horse Shows of Ocala, LLC (Budget Impact - Neutral; expenditure of up to $8,345)

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. This funding contract is for Winter Series Week #5 - National Show & FEI hosted by Arena Horse Shows of Ocala to be held January 28 - February 1, 2026, at World Equestrian Center. This event was recommended for funding in the amount of $8,345, by the TDC at their regularly scheduled meeting on September 25, 2025.

BUDGET/IMPACT:
Neutral; expenditure of up to $8,345. 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.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Locke (Last) Corry (First) (Dept) Visitors & Convention Bureau - 2870

(Title) Group Sales Supervisor (Phone) 352 438 2800

Signature Corry Locke Date Thursday, October 9, 2025

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 Funding contract for Arena Horse Shows of Ocala LLC for Winter Series Week 5 - National Show and FEI

For more information or discussion, contact: ☐ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☐ Yes ☐ No Agenda Date: Tuesday, November 4, 2025

Agenda Deadline Date for **Legal:** Friday, October 10, 2025 Agenda Deadline Date for **Admin:** Thursday, October 23, 2025

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. 2025-1035

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 Lori.Zirkle at 9:32 am, Oct 10, 2025

Attorney Signature: _____ Date 10/13/25

Staff Signature: _____ Date: 10/13/25 Returned: ☒ Department ☐ Admin ☐ _____
Completed

AGREEMENT BETWEEN MARION COUNTY AND ARENA HORSE SHOWS OF OCALA, LLC.

This Agreement is made and entered into by and between Marion County, a political subdivision of the State of Florida, ("County") and **Arena Horse Shows of Ocala, LLC** ("Recipient"), whose address is **600 Gillam Road Wilmington, OH 45177** for the **Winter Series Week #5 – National Show & FEI** (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 a grant 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 1,669 verified hotel room night bookings in an amount not to exceed ***$8,345.00 (eight thousand three hundred and forty-five 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 **September 25, 2025**, and subsequently approved by the Board of County Commissioners on **November 4, 2025.**

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 **January 28 – February 1, 2026 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 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. 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 branded banners/digital signage on site during the Event/Project provided by County;
C. OMCVCB branded jump at the Event/Project furnished by Recipient;
D. If desired by County, hospitality seating for 8 during each day of the Event/Project;
E. Inclusion in the Event/Project e-blast;
F. If applicable, full page ad in the Event/Project program;
G. Recognition during public address announcements;
H. Inclusion in press releases;
I. Focus group surveys/access for research firm;
J. Television and livestreaming coverage;

a. **If desired by County, County shall provide Recipient video graphic secondary or b-roll footage and Recipient shall use such footage in Recipient's broadcast(s);**

K. **If desired by County, vendor space;**

L. **If desired by County, Opportunity for County to cross-promote County at other Recipient sanctioned events and venues; and,**

M. **If desired by County, Opportunity for County's participation at the opening ceremony and/or presentation of awards.**

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.
(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.

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.

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: _____
KATHY BRYANT
CHAIRMAN

DATE: _____

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY
BCC APPROVED:

MATTHEW MINTER
COUNTY ATTORNEY

ACCEPTANCE DATE: 10/13/25

Arena Horse Shows of Ocala, LLC. **(Recipient)**

By: _____

Printed Name: **Donald Deluca**

Its: **Vice President, Secretary**

Date: 10-16-25

STATE OF Florida

COUNTY OF Marion

The forgoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 16 day of October, 2025 by **Donald Deluca** (name of officer, manager, or agent), the Vice President, Secretary (title) of **Arena Horse Shows of Ocala, LLC.** (name of entity acknowledging), a Ohio (state or place of formation) entity, on behalf of whom this instrument was executed. He/she is personally known to me or has produced _____ (type of identification) as identification.

JANNA WARD
MY COMMISSION # HH 240091
EXPIRES: July 9, 2026

_____
(Notary Signature and Notary Seal)

JANNA WARD
(Name of Notary Typed, Printed or Stamped)

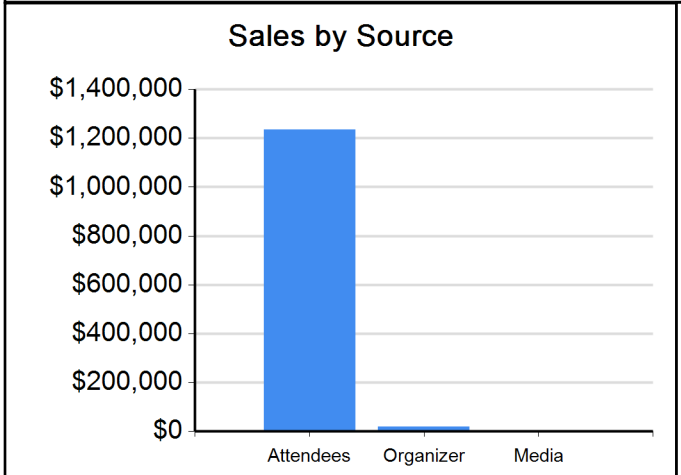
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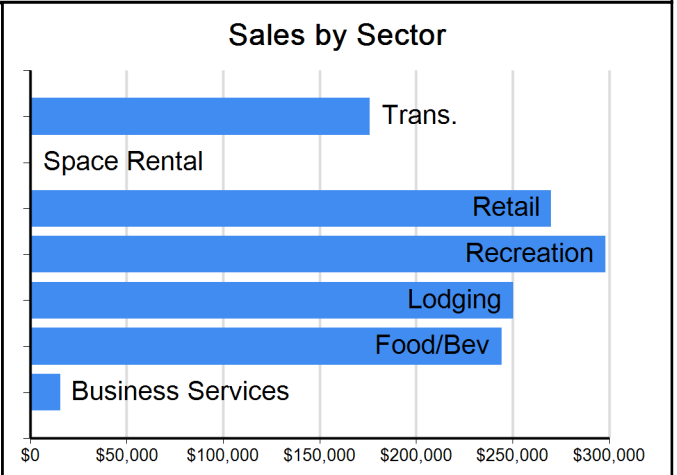
Event Impact Summary

Destination: Ocala/Marion County Visitors & Convention Bureau

Event Parameters		Key Results	
Event Name:	Winter Series Week #5- National & FEI	Business Sales (Direct):	$1,254,619
Organization:	World Equestrian Center	Business Sales (Total):	$1,829,679
Event Type:	Professional	Jobs Supported (Direct):	347
Start Date:	1/28/2026	Jobs Supported (Total):	399
End Date:	2/1/2026	Local Taxes (Total):	$46,688
Overnight Attendees:	475	Net Direct Tax ROI:	$30,885
Day Attendees:	1902	Estimated Room Demand:	1,669

Direct Business Sales





Industry	Attendees	Organizer	Media/Sponsors	Total
Lodging	$250,350	$0	$0	$250,350
Transportation	$175,820	$177	$85	$176,083
Food & Beverage	$241,626	$2,529	$0	$244,155
Retail	$269,738	$0	$0	$269,738
Recreation	$298,186	$0	$0	$298,186
Space Rental	$0	$569	$0	$569
Business Services	$0	$15,348	$191	$15,539
TOTAL	$1,235,720	$18,624	$275	$1,254,619

Event Impact Details

Destination: Ocala/Marion County Visitors & Convention Bureau

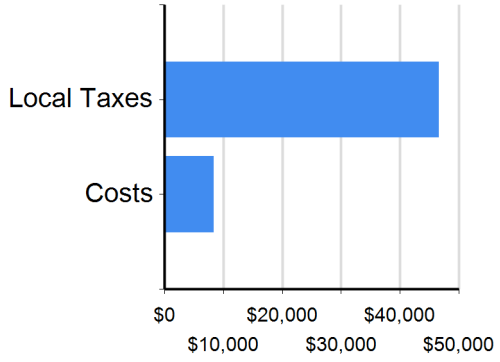
Event Name: Winter Series Week #5- National & FEI 2026
Organization: World Equestrian Center

Economic Impact Details

	Direct	Indirect/Induced	Total
Business Sales	$1,254,619	$575,060	$1,829,679
Personal Income	$379,857	$142,707	$522,564
Jobs Supported			
Persons	347	51	399
Annual FTEs	13	2	15
Taxes and Assessments			
Federal Total	$108,920	$46,344	$155,264
State Total	$91,669	$18,287	$109,956
sales	$70,591	$8,626	$79,217
income	$0	$0	$0
bed	$0	-	$0
other	$21,078	$9,661	$30,739
Local Total (excl. property)	$39,230	$7,459	$46,688
sales	$17,648	$2,156	$19,804
income	$0	$0	$0
bed	$10,014	-	$10,014
per room charge	$0	-	$0
tourism district	$0	-	$0
restaurant	$0	$0	$0
other	$11,568	$5,302	$16,870
property tax	$22,760	$6,744	$29,504

Event Return on Investment (ROI)

Direct local tax ROI (net property taxes)	
Direct Tax Receipts	$39,230
DMO Hosting Costs	$8,345
Direct ROI	$30,885
Net Present Value	$30,265
Direct ROI (%)	370%
Total local tax ROI (net property taxes)	
Total Local Tax Receipts	$46,688
Total ROI	$38,343
Net Present Value	$37,574
Total ROI (%)	459%



Estimated Room Demand Metrics

Room Nights (total)	1,669
Room Pickup (block only)	1,669
Peak Rooms	216
Total Visitor Days	4,956

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21030 **Agenda Date:** 11/4/2025 **Agenda No.:** 7.7.9.

SUBJECT:
Request Approval of Tourist Development Council Request for Room Night Generating Event - Winter Series Week #6 - National Show & FEI by Arena Horse Shows of Ocala, LLC (Budget Impact - Neutral; expenditure of up to $10,000)

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 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. This funding contract is for Winter Series Week #6 - National Show & FEI hosted by Arena Horse Shows of Ocala to be held February 4-8, 2026, at World Equestrian Center. This event was recommended for funding in the amount of $10,000 by the TDC at their regularly scheduled meeting on September 25, 2025.

BUDGET/IMPACT:
Neutral; expenditure of up to $10,000. 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.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Locke (Last) Corry (First) (Dept) Visitors & Convention Bureau - 2870

(Title) Group Sales Supervisor (Phone) 352 438 2800

Signature Corry Locke Date Thursday, October 9, 2025

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 Funding contract for Arena Horse Shows of Ocala LLC for Winter Series Week 6 - National Show and FEI

For more information or discussion, contact: ☐ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☐ Yes ☐ No Agenda Date: Tuesday, November 4, 2025

Agenda Deadline Date for **Legal:** Friday, October 10, 2025 Agenda Deadline Date for **Admin:** Thursday, October 23, 2025

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. 2025-1036

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 Lori.Zirkle at 9:38 am, Oct 10, 2025

Attorney Signature: _____ Date 10/13/25

Staff Signature: _____ Date: 10/13/25 Returned: ☑ Department ☐ Admin ☐ _____

Completed

AGREEMENT BETWEEN MARION COUNTY AND ARENA HORSE SHOWS OF OCALA, LLC.

This Agreement is made and entered into by and between Marion County, a political subdivision of the State of Florida, ("County") and **Arena Horse Shows of Ocala, LLC** ("Recipient"), whose address is **600 Gillam Road Wilmington, OH 45177** for the **Winter Series Week #6 – National Show & FEI** (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 a grant 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 2,000 verified hotel room night bookings in an amount not to exceed ***$10,000.00 (ten thousand 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 **September 25, 2025**, and subsequently approved by the Board of County Commissioners on **November 4, 2025.**

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 **February 4 - 8, 2026 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 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. 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 branded banners/digital signage on site during the Event/Project provided by County;
C. OMCVCB branded jump at the Event/Project furnished by Recipient;
D. If desired by County, hospitality seating for 8 during each day of the Event/Project;
E. Inclusion in the Event/Project e-blast;
F. If applicable, full page ad in the Event/Project program;
G. Recognition during public address announcements;
H. Inclusion in press releases;
I. Focus group surveys/access for research firm;
J. Television and livestreaming coverage;

a. **If desired by County, County shall provide Recipient video graphic secondary or b-roll footage and Recipient shall use such footage in Recipient's broadcast(s);**

K. **If desired by County, vendor space;**

L. **If desired by County, Opportunity for County to cross-promote County at other Recipient sanctioned events and venues; and,**

M. **If desired by County, Opportunity for County's participation at the opening ceremony and/or presentation of awards.**

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.
(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.

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.

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	KATHY BRYANT
CLERK OF COURT	CHAIRMAN
DATE: _____	DATE: _____

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY
BCC APPROVED:

_____
MATTHEW MINTER
COUNTY ATTORNEY

ACCEPTANCE DATE: 10/13/25

Arena Horse Shows of Ocala, LLC. **(Recipient)**

By: _____

Printed Name: **Donald Deluca**

Its: **Vice President, Secretary**

Date: 10-16-25

STATE OF Florida

COUNTY OF Marion

The forgoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 16 day of October, 2025 by **Donald Deluca** (name of officer, manager, or agent), the Vice President, Secretary (title) of **Arena Horse Shows of Ocala, LLC.** (name of entity acknowledging), a Ohio (state or place of formation) entity, on behalf of whom this instrument was executed. He/she is personally known to me or has produced _____ (type of identification) as identification.

JANNA WARD
MY COMMISSION # HH 240091
EXPIRES: July 9, 2026

_____
(Notary Signature and Notary Seal)

JANNA WARD
(Name of Notary Typed, Printed or Stamped)

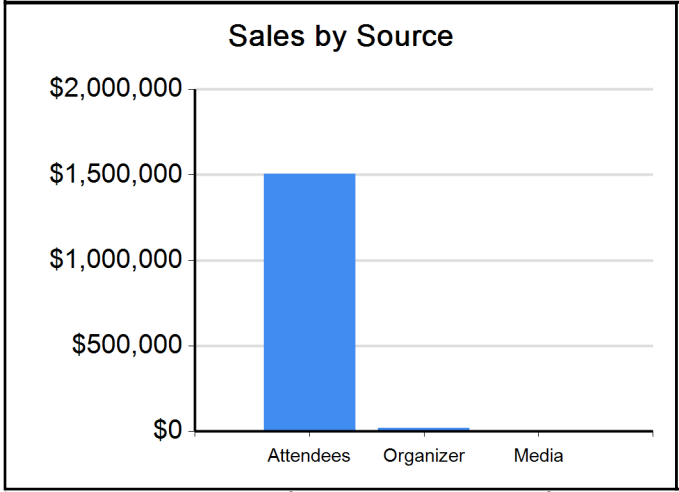
Commission Expires: 7-9-26

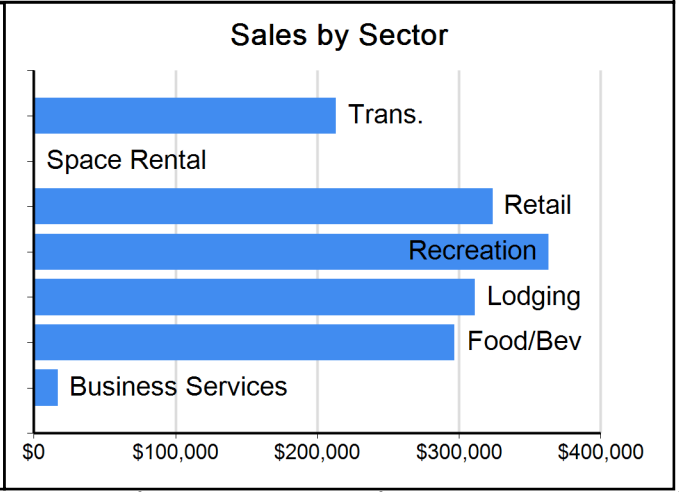
Event Impact Summary

Destination: Ocala/Marion County Visitors & Convention Bureau

Event Parameters		Key Results	
Event Name:	Winter Series Week 6 - National & FEI	Business Sales (Direct):	$1,526,261
Organization:	World Equestrian Center	Business Sales (Total):	$2,224,815
Event Type:	Professional	Jobs Supported (Direct):	423
Start Date:	2/4/2026	Jobs Supported (Total):	486
End Date:	2/8/2026	Local Taxes (Total):	$57,074
Overnight Attendees:	521	Net Direct Tax ROI:	$38,013
Day Attendees:	2084	Estimated Room Demand:	2,074

Direct Business Sales





Industry	Attendees	Organizer	Media/Sponsors	Total
Lodging	$311,100	$0	$0	$311,100
Transportation	$213,082	$195	$93	$213,369
Food & Beverage	$294,116	$2,772	$0	$296,888
Retail	$323,861	$0	$0	$323,861
Recreation	$363,384	$0	$0	$363,384
Space Rental	$0	$623	$0	$623
Business Services	$0	$16,827	$209	$17,036
TOTAL	$1,505,543	$20,416	$302	$1,526,261

Event Impact Details

Destination: Ocala/Marion County Visitors & Convention Bureau

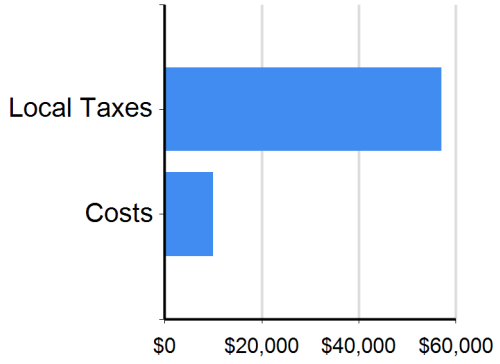
Event Name: Winter Series Week 6 - National & FEI 2026
Organization: World Equestrian Center

Economic Impact Details

	Direct	Indirect/Induced	Total
Business Sales	$1,526,261	$698,554	$2,224,815
Personal Income	$462,787	$173,819	$636,605
Jobs Supported			
Persons	423	63	486
Annual FTEs	16	2	18
Taxes and Assessments			
Federal Total	$132,581	$56,350	$188,931
State Total	$111,627	$22,214	$133,841
sales	$85,986	$10,478	$96,464
income	$0	$0	$0
bed	$0	-	$0
other	$25,641	$11,736	$37,377
Local Total (excl. property)	$48,013	$9,060	$57,074
sales	$21,496	$2,620	$24,116
income	$0	$0	$0
bed	$12,444	-	$12,444
per room charge	$0	-	$0
tourism district	$0	-	$0
restaurant	$0	$0	$0
other	$14,073	$6,441	$20,514
property tax	$27,688	$8,188	$35,876

Event Return on Investment (ROI)

Direct local tax ROI (net property taxes)	
Direct Tax Receipts	$48,013
DMO Hosting Costs	$10,000
Direct ROI	$38,013
Net Present Value	$37,250
Direct ROI (%)	380%
Total local tax ROI (net property taxes)	
Total Local Tax Receipts	$57,074
Total ROI	$47,074
Net Present Value	$46,129
Total ROI (%)	471%



Estimated Room Demand Metrics

Room Nights (total)	2,074
Room Pickup (block only)	2,074
Peak Rooms	237
Total Visitor Days	5,970

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21031 **Agenda Date:** 11/4/2025 **Agenda No.:** 7.7.10.

SUBJECT:
Request Approval of Tourist Development Council Request for Room Night Generating Event - Winter Series Week #7 - National Show & FEI World Cup Qualifier by Arena Horse Shows of Ocala, LLC (Budget Impact - Neutral; expenditure of up to $10,000)

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 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. This funding contract is for Winter Series Week #7 - National Show & FEI World Cup Qualifier hosted by Arena Horse Shows of Ocala to be held February 11-15, 2026, at World Equestrian Center. This event was recommended for funding in the amount of $10,000 by the TDC at their regularly scheduled meeting on September 25, 2025.

BUDGET/IMPACT:
Neutral; expenditure of up to $10,000. 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.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Locke (Last) Corry (First) (Dept) Visitors & Convention Bureau - 2870

(Title) Group Sales Supervisor (Phone) 352 438 2800

Signature Corry Locke Date Thursday, October 9, 2025

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 Funding contract for Arena Horse Shows of Ocala LLC for Winter Series Week 7 - National Show and FEI World Cup Qualifier

For more information or discussion, contact: ☐ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☐ Yes ☐ No Agenda Date: Tuesday, November 4, 2025

Agenda Deadline Date for **Legal:** Friday, October 10, 2025 Agenda Deadline Date for **Admin:** Thursday, October 23, 2025

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. 2025-1037

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 Lori.Zirkle at 9:45 am, Oct 10, 2025

Attorney Signature: _____ Date 10/13/25

Staff Signature: _____ Date: 10/13/25 Returned: ☐ Department ☐ Admin ☐ _____

Completed

AGREEMENT BETWEEN MARION COUNTY AND ARENA HORSE SHOWS OF OCALA, LLC.

This Agreement is made and entered into by and between Marion County, a political subdivision of the State of Florida, ("County") and **Arena Horse Shows of Ocala, LLC** ("Recipient"), whose address is **600 Gillam Road Wilmington, OH 45177** for the **Winter Series Week #7 – National Show & FEI World Cup Qualifier** (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 a grant 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 2,000 verified hotel room night bookings in an amount not to exceed ***$10,000.00 (ten thousand 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 **September 25, 2025**, and subsequently approved by the Board of County Commissioners on **November 4, 2025.**

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 **February 11 - 15, 2026 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 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. 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 branded banners/digital signage on site during the Event/Project provided by County;
C. OMCVCB branded jump at the Event/Project furnished by Recipient;
D. If desired by County, hospitality seating for 8 during each day of the Event/Project;
E. Inclusion in the Event/Project e-blast;
F. If applicable, full page ad in the Event/Project program;
G. Recognition during public address announcements;
H. Inclusion in press releases;
I. Focus group surveys/access for research firm;
J. Television and livestreaming coverage;

a. **If desired by County, County shall provide Recipient video graphic secondary or b-roll footage and Recipient shall use such footage in Recipient's broadcast(s);**

K. **If desired by County, vendor space;**

L. **If desired by County, Opportunity for County to cross-promote County at other Recipient sanctioned events and venues; and,**

M. **If desired by County, Opportunity for County's participation at the opening ceremony and/or presentation of awards.**

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.
(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.

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.

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	KATHY BRYANT
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: 10/13/25

Arena Horse Shows of Ocala, LLC. **(Recipient)**

By: _____

Printed Name: **Donald Deluca**

Its: **Vice President, Secretary**

Date: 10-16-25

STATE OF Florida

COUNTY OF Marion

The forgoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 16 day of October, 2025 by **Donald Deluca** (name of officer, manager, or agent), the Vice President, Secretary (title) of **Arena Horse Shows of Ocala, LLC.** (name of entity acknowledging), a Ohio (state or place of formation) entity, on behalf of whom this instrument was executed. He/she is personally known to me or has produced _____ (type of identification) as identification.

JANNA WARD
MY COMMISSION # HH 240091
EXPIRES: July 9, 2026

_____
(Notary Signature and Notary Seal)

JANNA WARD
(Name of Notary Typed, Printed or Stamped)

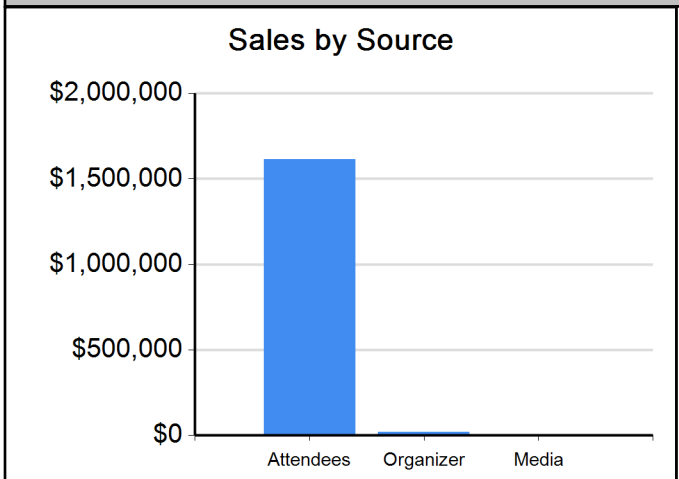
Commission Expires: 7-9-26

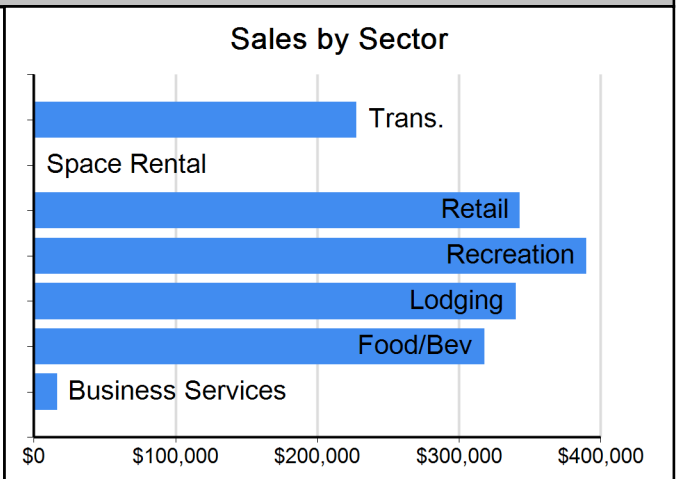
Event Impact Summary

Destination: Ocala/Marion County Visitors & Convention Bureau

Event Parameters		Key Results	
Event Name:	Winter Series Week 7 - National & FEI	Business Sales (Direct):	$1,635,775
Organization:	World Equestrian Center	Business Sales (Total):	$2,383,429
Event Type:	Professional	Jobs Supported (Direct):	454
Start Date:	2/11/2026	Jobs Supported (Total):	521
End Date:	2/15/2026	Local Taxes (Total):	$61,449
Overnight Attendees:	500	Net Direct Tax ROI:	$41,752
Day Attendees:	2001	Estimated Room Demand:	2,267

Direct Business Sales





Industry	Attendees	Organizer	Media/Sponsors	Total
Lodging	$340,050	$0	$0	$340,050
Transportation	$227,559	$187	$89	$227,834
Food & Beverage	$315,400	$2,661	$0	$318,061
Retail	$342,773	$0	$0	$342,773
Recreation	$390,106	$0	$0	$390,106
Space Rental	$0	$598	$0	$598
Business Services	$0	$16,152	$201	$16,353
TOTAL	$1,615,887	$19,598	$290	$1,635,775

Event Impact Details

Destination: Ocala/Marion County Visitors & Convention Bureau

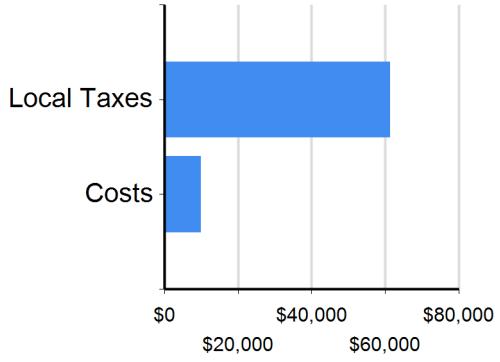
Event Name: Winter Series Week 7 - National & FEI 2026
Organization: World Equestrian Center

Economic Impact Details

	Direct	Indirect/Induced	Total
Business Sales	$1,635,775	$747,653	$2,383,429
Personal Income	$496,689	$186,506	$683,194
Jobs Supported			
Persons	454	67	521
Annual FTEs	17	3	20
Taxes and Assessments			
Federal Total	$142,174	$60,364	$202,537
State Total	$119,750	$23,775	$143,525
sales	$92,268	$11,215	$103,483
income	$0	$0	$0
bed	$0	-	$0
other	$27,481	$12,561	$40,042
Local Total (excl. property)	$51,752	$9,697	$61,449
sales	$23,067	$2,804	$25,871
income	$0	$0	$0
bed	$13,602	-	$13,602
per room charge	$0	-	$0
tourism district	$0	-	$0
restaurant	$0	$0	$0
other	$15,082	$6,894	$21,976
property tax	$29,675	$8,759	$38,434

Event Return on Investment (ROI)

Direct local tax ROI (net property taxes)	
Direct Tax Receipts	$51,752
DMO Hosting Costs	$10,000
Direct ROI	$41,752
Net Present Value	$40,914
Direct ROI (%)	418%
Total local tax ROI (net property taxes)	
Total Local Tax Receipts	$61,449
Total ROI	$51,449
Net Present Value	$50,417
Total ROI (%)	514%



Estimated Room Demand Metrics

Room Nights (total)	2,267
Room Pickup (block only)	2,267
Peak Rooms	227
Total Visitor Days	6,338

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21033 **Agenda Date:** 11/4/2025 **Agenda No.:** 7.7.11.

SUBJECT:
Request Approval of Tourist Development Council Request for Room Night Generating Event - Winter Series Week #8 - National Show & FEI by Arena Horse Shows of Ocala, LLC (Budget Impact - Neutral; expenditure of up to $10,000)

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 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. This funding contract is for Winter Series Week #8 - National Show & FEI hosted by Arena Horse Shows of Ocala to be held February 18-22, 2026, at World Equestrian Center. This event was recommended for funding in the amount of $10,000 by the TDC at their regularly scheduled meeting on September 25, 2025.

BUDGET/IMPACT:
Neutral; expenditure of up to $10,000. 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.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Locke (Last) Corry (First) (Dept) Visitors & Convention Bureau - 2870

(Title) Group Sales Supervisor (Phone) 352 438 2800

Signature Corry Locke Date Thursday, October 9, 2025

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 Funding contract for Arena Horse Shows of Ocala LLC for Winter Series Week 8 - National Show and FEI

For more information or discussion, contact: ☐ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☐ Yes ☐ No Agenda Date: Tuesday, November 4, 2025

Agenda Deadline Date for **Legal:** Friday, October 10, 2025 Agenda Deadline Date for **Admin:** Thursday, October 23, 2025

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. 2025-1038

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 Lori.Zirkle at 10:19 am, Oct 10, 2025

Attorney Signature: Date 10/13/25

Staff Signature: Completed Date: 10/13/25 Returned: ☒ Department ☐ Admin ☐ _____

AGREEMENT BETWEEN MARION COUNTY AND ARENA HORSE SHOWS OF OCALA, LLC.

This Agreement is made and entered into by and between Marion County, a political subdivision of the State of Florida, ("County") and **Arena Horse Shows of Ocala, LLC** ("Recipient"), whose address is **600 Gillam Road Wilmington, OH 45177** for the **Winter Series Week #8 – National Show & FEI** (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 a grant 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 2,000 verified hotel room night bookings in an amount not to exceed ***$10,000.00 (ten thousand 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 **September 25, 2025**, and subsequently approved by the Board of County Commissioners on **November 4, 2025.**

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 **February 18 - 22, 2026 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 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. 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 branded banners/digital signage on site during the Event/Project provided by County;
C. OMCVCB branded jump at the Event/Project furnished by Recipient;
D. If desired by County, hospitality seating for 8 during each day of the Event/Project;
E. Inclusion in the Event/Project e-blast;
F. If applicable, full page ad in the Event/Project program;
G. Recognition during public address announcements;
H. Inclusion in press releases;
I. Focus group surveys/access for research firm;
J. Television and livestreaming coverage;

a. **If desired by County, County shall provide Recipient video graphic secondary or b-roll footage and Recipient shall use such footage in Recipient's broadcast(s);**

K. **If desired by County, vendor space;**

L. **If desired by County, Opportunity for County to cross-promote County at other Recipient sanctioned events and venues; and,**

M. **If desired by County, Opportunity for County's participation at the opening ceremony and/or presentation of awards.**

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.
(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.

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.

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: _____
KATHY BRYANT
CHAIRMAN

DATE: _____

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY
BCC APPROVED:

MATTHEW MINTER
COUNTY ATTORNEY

ACCEPTANCE DATE: 10/13/25

Arena Horse Shows of Ocala, LLC. **(Recipient)**

By: _____

Printed Name: **Donald Deluca**

Its: **Vice President, Secretary**

Date: 10-16-25

STATE OF Florida

COUNTY OF Marion

The forgoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 16 day of October, 2025 by **Donald Deluca** (name of officer, manager, or agent), the Vice President, Secretary (title) of **Arena Horse Shows of Ocala, LLC.** (name of entity acknowledging), a Ohio (state or place of formation) entity, on behalf of whom this instrument was executed. He/she is personally known to me or has produced _____ (type of identification) as identification.

JANNA WARD
MY COMMISSION # HH 240091
EXPIRES: July 9, 2026

_____
(Notary Signature and Notary Seal)

JANNA WARD

(Name of Notary Typed, Printed or Stamped)

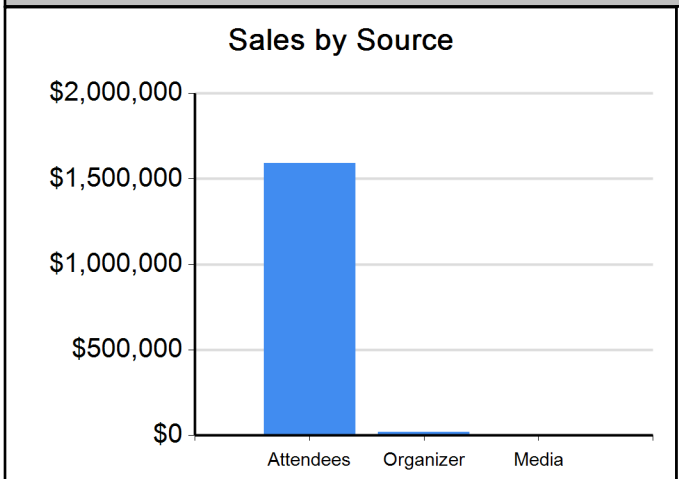
Commission Expires: 7-9-26

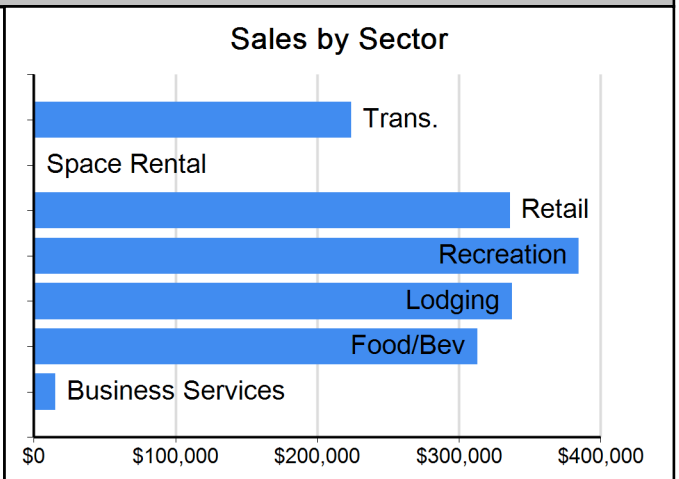
Event Impact Summary

Destination: Ocala/Marion County Visitors & Convention Bureau

Event Parameters		Key Results	
Event Name:	Winter Series Week #8 - National & FEI	Business Sales (Direct):	$1,611,281
Organization:	World Equestrian Center	Business Sales (Total):	$2,347,373
Event Type:	Professional	Jobs Supported (Direct):	447
Start Date:	2/18/2026	Jobs Supported (Total):	514
End Date:	2/22/2026	Local Taxes (Total):	$60,630
Overnight Attendees:	472	Net Direct Tax ROI:	$41,082
Day Attendees:	1887	Estimated Room Demand:	2,249

Direct Business Sales





Industry	Attendees	Organizer	Media/Sponsors	Total
Lodging	$337,350	$0	$0	$337,350
Transportation	$223,855	$176	$84	$224,116
Food & Beverage	$310,740	$2,511	$0	$313,251
Retail	$336,074	$0	$0	$336,074
Recreation	$384,496	$0	$0	$384,496
Space Rental	$0	$565	$0	$565
Business Services	$0	$15,240	$190	$15,430
TOTAL	$1,592,515	$18,492	$274	$1,611,281

Event Impact Details

Destination: Ocala/Marion County Visitors & Convention Bureau

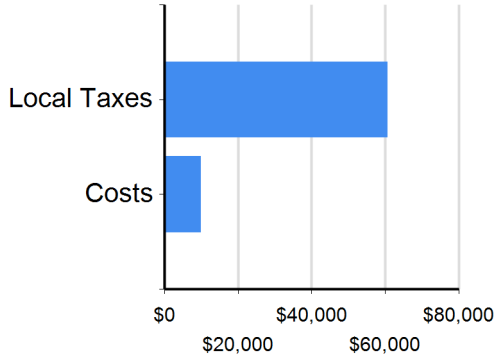
Event Name: Winter Series Week #8 - National & FEI 2026
Organization: World Equestrian Center

Economic Impact Details

	Direct	Indirect/Induced	Total
Business Sales	$1,611,281	$736,092	$2,347,373
Personal Income	$489,501	$183,791	$673,293
Jobs Supported			
Persons	447	66	514
Annual FTEs	17	2	19
Taxes and Assessments			
Federal Total	$140,073	$59,450	$199,523
State Total	$117,997	$23,408	$141,405
sales	$90,927	$11,041	$101,968
income	$0	$0	$0
bed	$0	-	$0
other	$27,070	$12,366	$39,436
Local Total (excl. property)	$51,082	$9,547	$60,630
sales	$22,732	$2,760	$25,492
income	$0	$0	$0
bed	$13,494	-	$13,494
per room charge	$0	-	$0
tourism district	$0	-	$0
restaurant	$0	$0	$0
other	$14,857	$6,787	$21,644
property tax	$29,230	$8,622	$37,852

Event Return on Investment (ROI)

Direct local tax ROI (net property taxes)	
Direct Tax Receipts	$51,082
DMO Hosting Costs	$10,000
Direct ROI	$41,082
Net Present Value	$40,258
Direct ROI (%)	411%
Total local tax ROI (net property taxes)	
Total Local Tax Receipts	$60,630
Total ROI	$50,630
Net Present Value	$49,614
Total ROI (%)	506%



Estimated Room Demand Metrics

Room Nights (total)	2,249
Room Pickup (block only)	2,249
Peak Rooms	215
Total Visitor Days	6,222

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21034 **Agenda Date:** 11/4/2025 **Agenda No.:** 7.7.12.

SUBJECT:
Request Approval of Tourist Development Council Request for Room Night Generating Event - Winter Series Week #9 - National Show & FEI by Arena Horse Shows of Ocala, LLC (Budget Impact - Neutral; expenditure of up to $8,370)

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. This funding contract is for Winter Series Week #9 - National Show & FEI hosted by Arena Horse Shows of Ocala to be held February 25 - March 1, 2026, at World Equestrian Center. This event was recommended for funding in the amount of $8,370 by the TDC at their regularly scheduled meeting on September 25, 2025.

BUDGET/IMPACT:
Neutral; expenditure of up to $8,370. 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.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Locke (Last) Corry (First) (Dept) Visitors & Convention Bureau - 2870

(Title) Group Sales Supervisor (Phone) 352 438 2800

Signature Corry Locke Date Thursday, October 9, 2025

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 Funding contract for Arena Horse Shows of Ocala LLC for Winter Series Week 9 - National Show and FEI

For more information or discussion, contact: ☐ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☐ Yes ☐ No Agenda Date: Tuesday, November 4, 2025

Agenda Deadline Date for **Legal:** Friday, October 10, 2025 Agenda Deadline Date for **Admin:** Thursday, October 23, 2025

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. 2025-1039

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 Lori.Zirkle at 10:25 am, Oct 10, 2025

Attorney Signature: _____ Date 10/13/25

Staff Signature: _____ (Completed) Date: 10/13/25 Returned: ☑ Department ☐ Admin ☐ _____

AGREEMENT BETWEEN MARION COUNTY AND ARENA HORSE SHOWS OF OCALA, LLC.

This Agreement is made and entered into by and between Marion County, a political subdivision of the State of Florida, ("County") and **Arena Horse Shows of Ocala, LLC** ("Recipient"), whose address is **600 Gillam Road Wilmington, OH 45177** for the **Winter Series Week #9 – National Show & FEI** (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 a grant 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 1,674 verified hotel room night bookings in an amount not to exceed ***$8,370.00 (eight thousand three hundred and seventy 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 **September 25, 2025**, and subsequently approved by the Board of County Commissioners on **November 4, 2025.**

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 **February 25 – March 1, 2026 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 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. 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 branded banners/digital signage on site during the Event/Project provided by County;
C. OMCVCB branded jump at the Event/Project furnished by Recipient;
D. If desired by County, hospitality seating for 8 during each day of the Event/Project;
E. Inclusion in the Event/Project e-blast;
F. If applicable, full page ad in the Event/Project program;
G. Recognition during public address announcements;
H. Inclusion in press releases;
I. Focus group surveys/access for research firm;
J. Television and livestreaming coverage;

a. **If desired by County, County shall provide Recipient video graphic secondary or b-roll footage and Recipient shall use such footage in Recipient's broadcast(s);**

K. **If desired by County, vendor space;**

L. **If desired by County, Opportunity for County to cross-promote County at other Recipient sanctioned events and venues; and,**

M. **If desired by County, Opportunity for County's participation at the opening ceremony and/or presentation of awards.**

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.
(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.

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.

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: _____
KATHY BRYANT
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: 10/13/25

Arena Horse Shows of Ocala, LLC. **(Recipient)**

By: _____

Printed Name: **Donald Deluca**

Its: **Vice President, Secretary**

Date: 10-16-25

STATE OF Florida

COUNTY OF Marion

The forgoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 16 day of October, 2025 by **Donald Deluca** (name of officer, manager, or agent), the Vice President, Secretary (title) of **Arena Horse Shows of Ocala, LLC.** (name of entity acknowledging), a Ohio (state or place of formation) entity, on behalf of whom this instrument was executed. He/she is personally known to me or has produced _____ (type of identification) as identification.

JANNA WARD
MY COMMISSION # HH 240091
EXPIRES: July 9, 2026

_____
(Notary Signature and Notary Seal)

JANNA WARD
(Name of Notary Typed, Printed or Stamped)

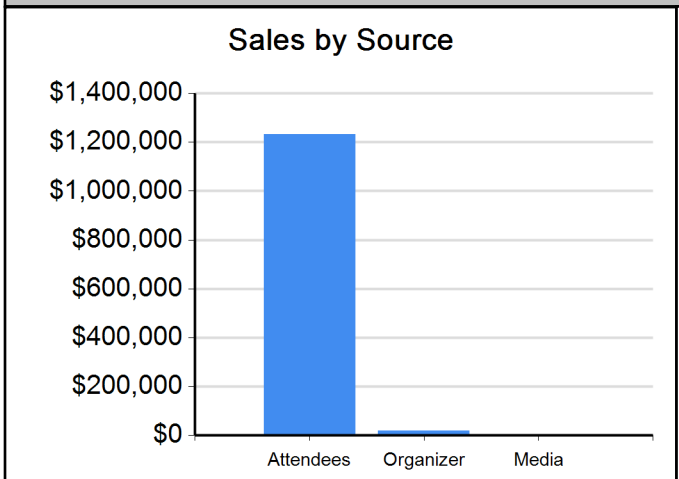
Commission Expires: 7-9-26

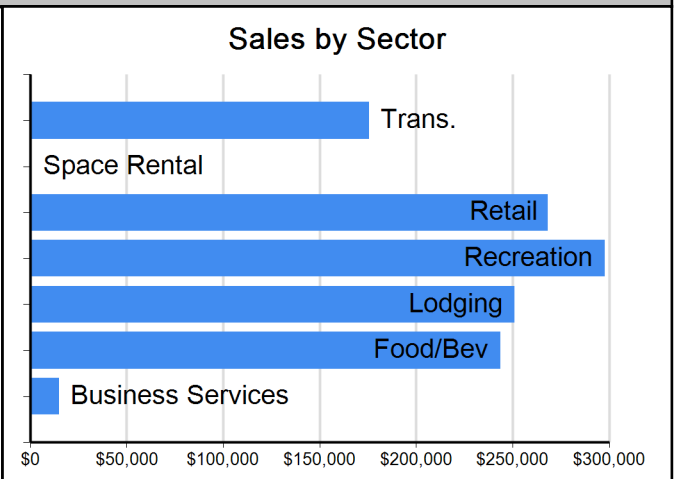
Event Impact Summary

Destination: Ocala/Marion County Visitors & Convention Bureau

Event Parameters		Key Results	
Event Name:	Winter Series Week #9 - National & FEI	Business Sales (Direct):	$1,252,073
Organization:	World Equestrian Center	Business Sales (Total):	$1,825,770
Event Type:	Professional	Jobs Supported (Direct):	347
Start Date:	2/25/2026	Jobs Supported (Total):	398
End Date:	3/1/2026	Local Taxes (Total):	$46,647
Overnight Attendees:	463	Net Direct Tax ROI:	$30,836
Day Attendees:	1854	Estimated Room Demand:	1,674

Direct Business Sales





Industry	Attendees	Organizer	Media/Sponsors	Total
Lodging	$251,100	$0	$0	$251,100
Transportation	$175,309	$173	$82	$175,565
Food & Beverage	$241,169	$2,465	$0	$243,634
Retail	$268,369	$0	$0	$268,369
Recreation	$297,703	$0	$0	$297,703
Space Rental	$0	$554	$0	$554
Business Services	$0	$14,961	$186	$15,147
TOTAL	$1,233,652	$18,153	$268	$1,252,073

Event Impact Details

Destination: Ocala/Marion County Visitors & Convention Bureau

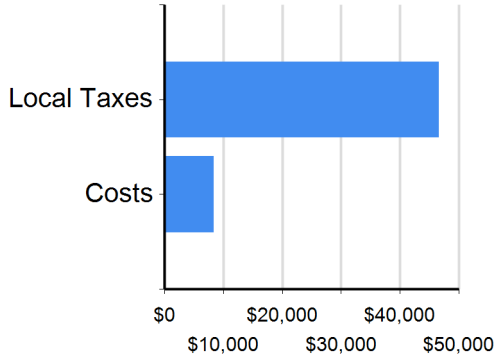
Event Name: Winter Series Week #9 - National & FEI 2026
Organization: World Equestrian Center

Economic Impact Details

	Direct	Indirect/Induced	Total
Business Sales	$1,252,073	$573,697	$1,825,770
Personal Income	$379,218	$142,458	$521,676
Jobs Supported			
Persons	347	51	398
Annual FTEs	13	2	15
Taxes and Assessments			
Federal Total	$108,714	$46,245	$154,959
State Total	$91,504	$18,244	$109,748
sales	$70,469	$8,605	$79,075
income	$0	$0	$0
bed	$0	-	$0
other	$21,035	$9,638	$30,673
Local Total (excl. property)	$39,206	$7,441	$46,647
sales	$17,617	$2,151	$19,769
income	$0	$0	$0
bed	$10,044	-	$10,044
per room charge	$0	-	$0
tourism district	$0	-	$0
restaurant	$0	$0	$0
other	$11,545	$5,290	$16,834
property tax	$22,714	$6,727	$29,441

Event Return on Investment (ROI)

Direct local tax ROI (net property taxes)	
Direct Tax Receipts	$39,206
DMO Hosting Costs	$8,370
Direct ROI	$30,836
Net Present Value	$30,217
Direct ROI (%)	368%
Total local tax ROI (net property taxes)	
Total Local Tax Receipts	$46,647
Total ROI	$38,277
Net Present Value	$37,509
Total ROI (%)	457%



Estimated Room Demand Metrics

Room Nights (total)	1,674
Room Pickup (block only)	1,674
Peak Rooms	210
Total Visitor Days	4,934

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21035 **Agenda Date:** 11/4/2025 **Agenda No.:** 7.7.13.

SUBJECT:
Request Approval of Tourist Development Council Request for Room Night Generating Event - Winter Series Week #10 - National Show & FEI by Arena Horse Shows of Ocala, LLC (Budget Impact - Neutral; expenditure of up to $10,000)

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 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. This funding contract is for Winter Series Week #10 - National Show & FEI hosted by Arena Horse Shows of Ocala to be held March 4-8, 2026, at World Equestrian Center. This event was recommended for funding in the amount of $10,000 by the TDC at their regularly scheduled meeting on September 25, 2025.

BUDGET/IMPACT:
Neutral; expenditure of up to $10,000. 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.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Locke (Last) Corry (First) (Dept) Visitors & Convention Bureau - 2870

(Title) Group Sales Supervisor (Phone) 352 438 2800

Signature Corry Locke Date Thursday, October 9, 2025

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 Funding contract for Arena Horse Shows of Ocala LLC for Winter Series Week 10 - National Show and FEI

For more information or discussion, contact: ☐ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☐ Yes ☐ No Agenda Date: Tuesday, November 4, 2025

Agenda Deadline Date for **Legal:** Friday, October 10, 2025 Agenda Deadline Date for **Admin:** Thursday, October 23, 2025

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. 2025-1040

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 Lori.Zirkle at 10:30 am, Oct 10, 2025

Attorney Signature: Thomas Schwartz Date 10/13/25

Staff Signature: UDL Completed Date: 10/13/25 Returned: ☑ Department ☐ Admin ☐ _____

Rev2 03/1 1145

AGREEMENT BETWEEN MARION COUNTY AND ARENA HORSE SHOWS OF OCALA, LLC.

This Agreement is made and entered into by and between Marion County, a political subdivision of the State of Florida, ("County") and Arena Horse Shows of Ocala, LLC ("Recipient"), whose address is **600 Gillam Road Wilmington, OH 45177** for the Winter Series Week #10 – National Show & FEI (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 a grant 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 2,000 verified hotel room night bookings in an amount not to exceed ***$10,000.00 (ten thousand 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 **September 25, 2025**, and subsequently approved by the Board of County Commissioners on **November 4, 2025.**

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 **March 04 – 08 , 2026 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 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. 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 branded banners/digital signage on site during the Event/Project provided by County;
C. OMCVCB branded jump at the Event/Project furnished by Recipient;
D. If desired by County, hospitality seating for 8 during each day of the Event/Project;
E. Inclusion in the Event/Project e-blast;
F. If applicable, full page ad in the Event/Project program;
G. Recognition during public address announcements;
H. Inclusion in press releases;
I. Focus group surveys/access for research firm;
J. Television and livestreaming coverage;

a. **If desired by County, County shall provide Recipient video graphic secondary or b-roll footage and Recipient shall use such footage in Recipient's broadcast(s);**

K. **If desired by County, vendor space;**

L. **If desired by County, Opportunity for County to cross-promote County at other Recipient sanctioned events and venues; and,**

M. **If desired by County, Opportunity for County's participation at the opening ceremony and/or presentation of awards.**

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.
(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.

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.

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: _____
KATHY BRYANT
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: 10/13/25

Arena Horse Shows of Ocala, LLC. **(Recipient)**

By: _____

Printed Name: **Donald Deluca**

Its: **Vice President, Secretary**

Date: 10-16-25

STATE OF Florida

COUNTY OF Marion

The forgoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 16 day of October, 2025 by **Donald Deluca** (name of officer, manager, or agent), the Vice President, Secretary (title) of **Arena Horse Shows of Ocala, LLC.** (name of entity acknowledging), a Ohio (state or place of formation) entity, on behalf of whom this instrument was executed. He/she is personally known to me or has produced _____ (type of identification) as identification.

JANNA WARD
MY COMMISSION # HH 240091
EXPIRES: July 9, 2026

_____
(Notary Signature and Notary Seal)

JANNA WARD
(Name of Notary Typed, Printed or Stamped)

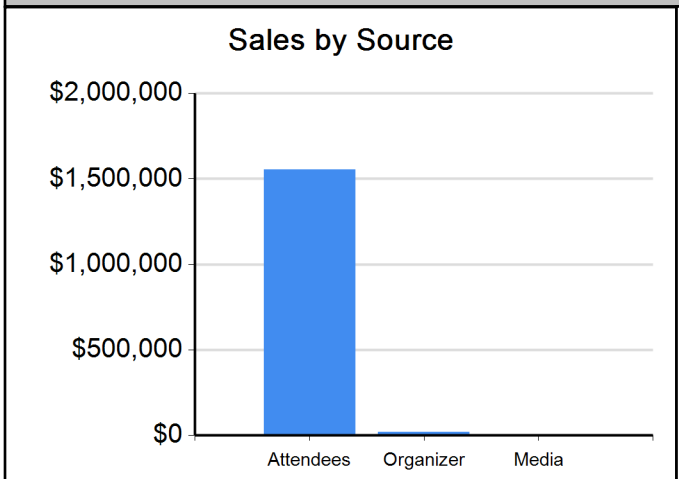
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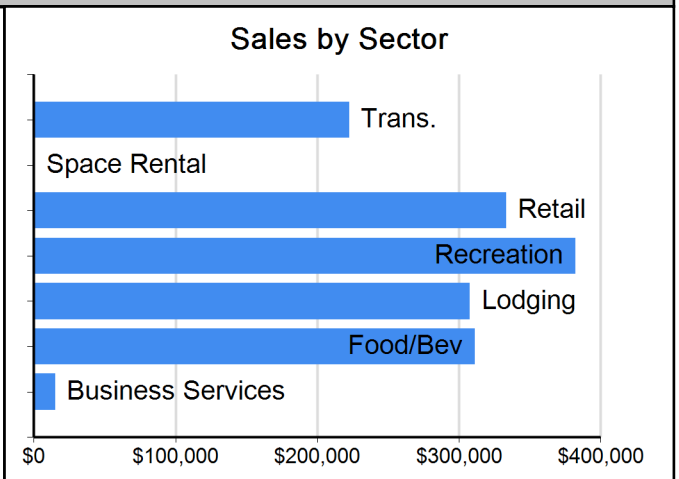
Event Impact Summary

Destination: Ocala/Marion County Visitors & Convention Bureau

Event Parameters		Key Results	
Event Name:	Winter Series Week #10 - National & FEI	Business Sales (Direct):	$1,572,948
Organization:	World Equestrian Center	Business Sales (Total):	$2,293,686
Event Type:	Professional	Jobs Supported (Direct):	439
Start Date:	3/4/2026	Jobs Supported (Total):	503
End Date:	3/8/2026	Local Taxes (Total):	$58,353
Overnight Attendees:	463	Net Direct Tax ROI:	$39,005
Day Attendees:	1854	Estimated Room Demand:	2,052

Direct Business Sales





Industry	Attendees	Organizer	Media/Sponsors	Total
Lodging	$307,800	$0	$0	$307,800
Transportation	$222,347	$173	$82	$222,602
Food & Beverage	$308,763	$2,465	$0	$311,228
Retail	$333,530	$0	$0	$333,530
Recreation	$382,088	$0	$0	$382,088
Space Rental	$0	$554	$0	$554
Business Services	$0	$14,961	$186	$15,147
TOTAL	$1,554,527	$18,153	$268	$1,572,948

Event Impact Details

Destination: Ocala/Marion County Visitors & Convention Bureau

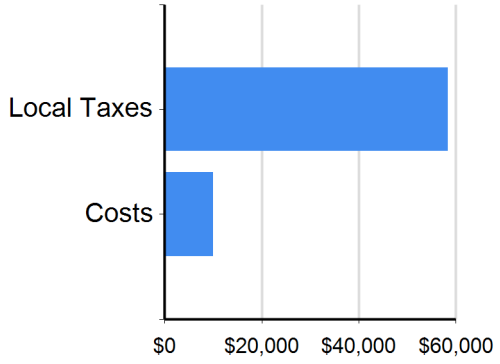
Event Name: Winter Series Week #10 - National & FEI 2026
Organization: World Equestrian Center

Economic Impact Details

	Direct	Indirect/Induced	Total
Business Sales	$1,572,948	$720,738	$2,293,686
Personal Income	$479,155	$179,090	$658,245
Jobs Supported			
Persons	439	64	503
Annual FTEs	16	2	19
Taxes and Assessments			
Federal Total	$136,889	$58,111	$195,000
State Total	$115,185	$22,920	$138,104
sales	$88,759	$10,811	$99,570
income	$0	$0	$0
bed	$0	-	$0
other	$26,426	$12,108	$38,534
Local Total (excl. property)	$49,005	$9,348	$58,353
sales	$22,190	$2,703	$24,893
income	$0	$0	$0
bed	$12,312	-	$12,312
per room charge	$0	-	$0
tourism district	$0	-	$0
restaurant	$0	$0	$0
other	$14,503	$6,645	$21,149
property tax	$28,535	$8,452	$36,986

Event Return on Investment (ROI)

Direct local tax ROI (net property taxes)	
Direct Tax Receipts	$49,005
DMO Hosting Costs	$10,000
Direct ROI	$39,005
Net Present Value	$38,222
Direct ROI (%)	390%
Total local tax ROI (net property taxes)	
Total Local Tax Receipts	$58,353
Total ROI	$48,353
Net Present Value	$47,383
Total ROI (%)	484%



Estimated Room Demand Metrics

Room Nights (total)	2,052
Room Pickup (block only)	2,052
Peak Rooms	193
Total Visitor Days	6,176

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21036 **Agenda Date:** 11/4/2025 **Agenda No.:** 7.7.14.

SUBJECT:
Request Approval of Tourist Development Council Request for Room Night Generating Event - Winter Series Week #11 - National Show by Arena Horse Shows of Ocala, LLC (Budget Impact - Neutral; expenditure of up to $10,000)

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 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. This funding contract is for Winter Series Week #11 - National Show hosted by Arena Horse Shows of Ocala to be held March 11-15, 2026, at World Equestrian Center. This event was recommended for funding in the amount of $10,000 by the TDC at their regularly scheduled meeting on September 25, 2025.

BUDGET/IMPACT:
Neutral; expenditure of up to $10,000. 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.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Locke (Last) Corry (First) (Dept) Visitors & Convention Bureau - 2870

(Title) Group Sales Supervisor (Phone) 352 438 2800

Signature Corry Locke Date Thursday, October 9, 2025

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 Funding contract for Arena Horse Shows of Ocala LLC for Winter Series Week 11 - National Show and FEI

For more information or discussion, contact: ☐ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☐ Yes ☐ No Agenda Date: Tuesday, November 4, 2025

Agenda Deadline Date for **Legal:** Friday, October 10, 2025 Agenda Deadline Date for **Admin:** Thursday, October 23, 2025

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. 2025-1041

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 Lori.Zirkle at 10:33 am, Oct 10, 2025

Attorney Signature: Thomas Schwartz Date 10/13/25

Staff Signature: _____ Date: 10/13/25 Returned: ☑ Department ☐ Admin ☐ _____
Completed

Rev2 03/1

AGREEMENT BETWEEN MARION COUNTY AND ARENA HORSE SHOWS OF OCALA, LLC.

This Agreement is made and entered into by and between Marion County, a political subdivision of the State of Florida, ("County") and **Arena Horse Shows of Ocala, LLC** ("Recipient"), whose address is **600 Gillam Road Wilmington, OH 45177** for the **Winter Series Week #11 – National Show** (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 a grant 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 2,000 verified hotel room night bookings in an amount not to exceed ***$10,000.00 (ten thousand 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 **September 25, 2025**, and subsequently approved by the Board of County Commissioners on **November 4, 2025.**

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 **March 11 – 15 , 2026 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 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. 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 branded banners/digital signage on site during the Event/Project provided by County;
C. OMCVCB branded jump at the Event/Project furnished by Recipient;
D. If desired by County, hospitality seating for 8 during each day of the Event/Project;
E. Inclusion in the Event/Project e-blast;
F. If applicable, full page ad in the Event/Project program;
G. Recognition during public address announcements;
H. Inclusion in press releases;
I. Focus group surveys/access for research firm;
J. Television and livestreaming coverage;

a. **If desired by County, County shall provide Recipient video graphic secondary or b-roll footage and Recipient shall use such footage in Recipient's broadcast(s);**

K. **If desired by County, vendor space;**

L. **If desired by County, Opportunity for County to cross-promote County at other Recipient sanctioned events and venues; and,**

M. **If desired by County, Opportunity for County's participation at the opening ceremony and/or presentation of awards.**

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.
(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.

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.

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	KATHY BRYANT
CLERK OF COURT	CHAIRMAN
DATE: _____	DATE: _____

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY
BCC APPROVED:

_____
MATTHEW MINTER
COUNTY ATTORNEY

ACCEPTANCE DATE: 10/13/25

Arena Horse Shows of Ocala, LLC. **(Recipient)**

By: _____

Printed Name: **Donald Deluca**

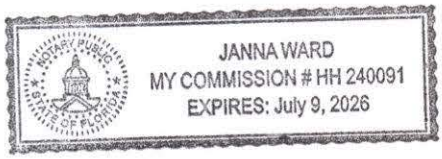
Its: **Vice President, Secretary**

Date: 10-16-25

STATE OF Florida

COUNTY OF Marion

The forgoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 16 day of October, 2025 by **Donald Deluca** (name of officer, manager, or agent), the Vice President, Secretary (title) of **Arena Horse Shows of Ocala, LLC.** (name of entity acknowledging), a Ohio (state or place of formation) entity, on behalf of whom this instrument was executed. He/she is personally known to me or has produced _____ (type of identification) as identification.



_____

(Notary Signature and Notary Seal)

JANNA WARD

(Name of Notary Typed, Printed or Stamped)

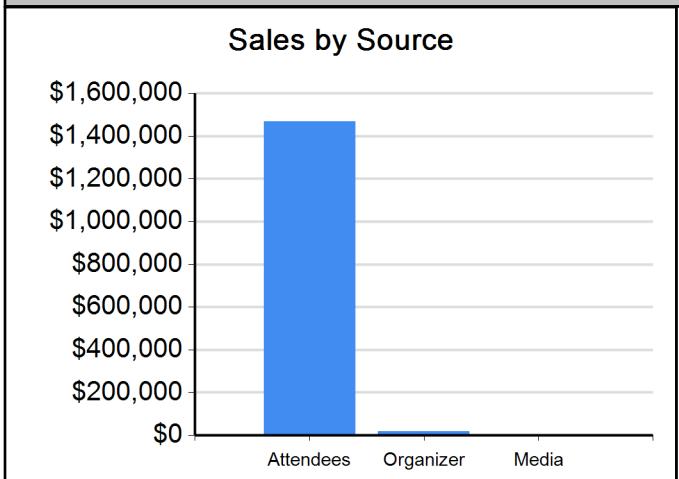
Commission Expires: 7-9-26

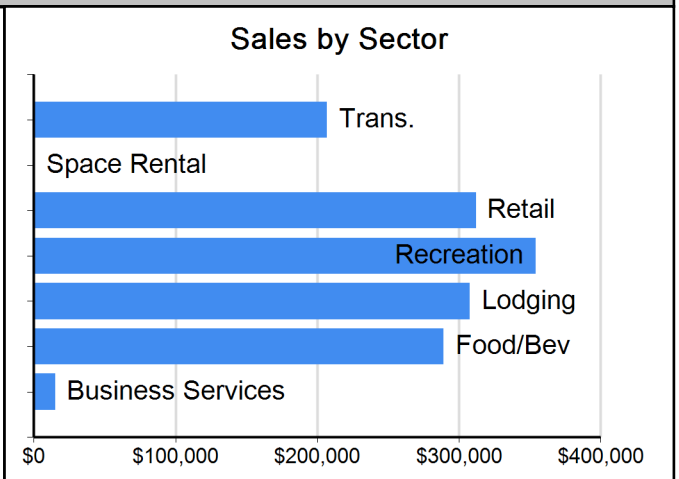
Event Impact Summary

Destination: Ocala/Marion County Visitors & Convention Bureau

Event Parameters		Key Results	
Event Name:	Winter Series Week #11 - National & FEI	Business Sales (Direct):	$1,485,656
Organization:	World Equestrian Center	Business Sales (Total):	$2,164,855
Event Type:	Professional	Jobs Supported (Direct):	412
Start Date:	3/11/2026	Jobs Supported (Total):	473
End Date:	3/15/2026	Local Taxes (Total):	$55,765
Overnight Attendees:	463	Net Direct Tax ROI:	$36,956
Day Attendees:	1854	Estimated Room Demand:	2,052

Direct Business Sales





Industry	Attendees	Organizer	Media/Sponsors	Total
Lodging	$307,800	$0	$0	$307,800
Transportation	$206,804	$173	$82	$207,059
Food & Beverage	$286,428	$2,465	$0	$288,893
Retail	$311,999	$0	$0	$311,999
Recreation	$354,204	$0	$0	$354,204
Space Rental	$0	$554	$0	$554
Business Services	$0	$14,961	$186	$15,147
TOTAL	$1,467,234	$18,153	$268	$1,485,656

Event Impact Details

Destination: Ocala/Marion County Visitors & Convention Bureau

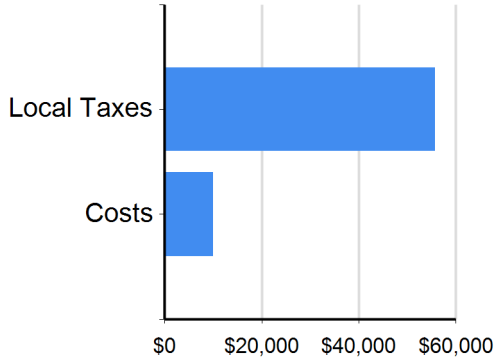
Event Name: Winter Series Week #11 - National & FEI 2026
Organization: World Equestrian Center

Economic Impact Details

	Direct	Indirect/Induced	Total
Business Sales	$1,485,656	$679,199	$2,164,855
Personal Income	$450,997	$169,355	$620,352
Jobs Supported			
Persons	412	61	473
Annual FTEs	15	2	18
Taxes and Assessments			
Federal Total	$129,113	$54,829	$183,942
State Total	$108,742	$21,599	$130,341
sales	$83,783	$10,188	$93,971
income	$0	$0	$0
bed	$0	-	$0
other	$24,959	$11,411	$36,370
Local Total (excl. property)	$46,956	$8,809	$55,765
sales	$20,946	$2,547	$23,493
income	$0	$0	$0
bed	$12,312	-	$12,312
per room charge	$0	-	$0
tourism district	$0	-	$0
restaurant	$0	$0	$0
other	$13,698	$6,262	$19,961
property tax	$26,951	$7,958	$34,909

Event Return on Investment (ROI)

Direct local tax ROI (net property taxes)	
Direct Tax Receipts	$46,956
DMO Hosting Costs	$10,000
Direct ROI	$36,956
Net Present Value	$36,215
Direct ROI (%)	370%
Total local tax ROI (net property taxes)	
Total Local Tax Receipts	$55,765
Total ROI	$45,765
Net Present Value	$44,847
Total ROI (%)	458%



Estimated Room Demand Metrics

Room Nights (total)	2,052
Room Pickup (block only)	2,052
Peak Rooms	210
Total Visitor Days	5,766

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21037 **Agenda Date:** 11/4/2025 **Agenda No.:** 7.7.15.

SUBJECT:
Request Approval of Tourist Development Council Request for Room Night Generating Event - Winter Series Week #12 - National Show & Longines League of Nations by Arena Horse Shows of Ocala, LLC (Budget Impact - Neutral; expenditure of up to $10,000)

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 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. This funding contract is for Winter Series Week #12 - National Show & Longines League of Nations hosted by Arena Horse Shows of Ocala to be held March 18-22, 2026, at World Equestrian Center. This event was recommended for funding in the amount of $10,000 by the TDC at their regularly scheduled meeting on September 25, 2025.

BUDGET/IMPACT:
Neutral; expenditure of up to $10,000. 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.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Locke (Last) Corry (First) (Dept) Visitors & Convention Bureau - 2870

(Title) Group Sales Supervisor (Phone) 352 438 2800

Signature Corry Locke Date Thursday, October 9, 2025

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 Funding contract for Arena Horse Shows of Ocala LLC for Winter Series Week 12 - National Show and Longines League of Nations

For more information or discussion, contact: ☐ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☐ Yes ☐ No Agenda Date: Tuesday, November 4, 2025

Agenda Deadline Date for **Legal:** Friday, October 10, 2025 Agenda Deadline Date for **Admin:** Thursday, October 23, 2025

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. 2025-1042

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 Lori.Zirkle at 10:44 am, Oct 10, 2025

Attorney Signature: _____ Date 10/13/25

Staff Signature: _____ (Completed) Date: 10/13/25 Returned: ☒ Department ☐ Admin ☐ _____

Rev2 03/1 1177

Ocala
MARION COUNTY, FL
Sports & Events

AGREEMENT BETWEEN MARION COUNTY AND ARENA HORSE SHOWS OF OCALA, LLC.

This Agreement is made and entered into by and between Marion County, a political subdivision of the State of Florida, ("County") and **Arena Horse Shows of Ocala, LLC** ("Recipient"), whose address is **600 Gillam Road Wilmington, OH 45177** for the **Winter Series Week #12 – National Show & Longines League of Nations**(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 a grant 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 2,000 verified hotel room night bookings in an amount not to exceed ***$10,000.00 (ten thousand 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 **September 25, 2025**, and subsequently approved by the Board of County Commissioners on **November 4, 2025.**

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 **March 18 – 22 , 2026 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 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. 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 branded banners/digital signage on site during the Event/Project provided by County;
C. OMCVCB branded jump at the Event/Project furnished by Recipient;
D. If desired by County, hospitality seating for 8 during each day of the Event/Project;
E. Inclusion in the Event/Project e-blast;
F. If applicable, full page ad in the Event/Project program;
G. Recognition during public address announcements;
H. Inclusion in press releases;
I. Focus group surveys/access for research firm;
J. Television and livestreaming coverage;

a. **If desired by County, County shall provide Recipient video graphic secondary or b-roll footage and Recipient shall use such footage in Recipient's broadcast(s);**

K. **If desired by County, vendor space;**

L. **If desired by County, Opportunity for County to cross-promote County at other Recipient sanctioned events and venues; and,**

M. **If desired by County, Opportunity for County's participation at the opening ceremony and/or presentation of awards.**

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.
(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.

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.

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	KATHY BRYANT
CLERK OF COURT	CHAIRMAN
DATE: _____	DATE: _____

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY
BCC APPROVED:

_____
MATTHEW MINTER
COUNTY ATTORNEY

ACCEPTANCE DATE: 10/13/25

Arena Horse Shows of Ocala, LLC. **(Recipient)**

By: _____

Printed Name: **Donald Deluca**

Its: **Vice President, Secretary**

Date: 10-16-25

STATE OF Florida

COUNTY OF Marion

The forgoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 16 day of October, 2025 by **Donald Deluca** (name of officer, manager, or agent), the Vice President, Secretary (title) of **Arena Horse Shows of Ocala, LLC.** (name of entity acknowledging), a Ohio (state or place of formation) entity, on behalf of whom this instrument was executed. He/she is personally known to me or has produced _____ (type of identification) as identification.

JANNA WARD
MY COMMISSION # HH 240091
EXPIRES: July 9, 2026

_____
(Notary Signature and Notary Seal)
JANNA WARD

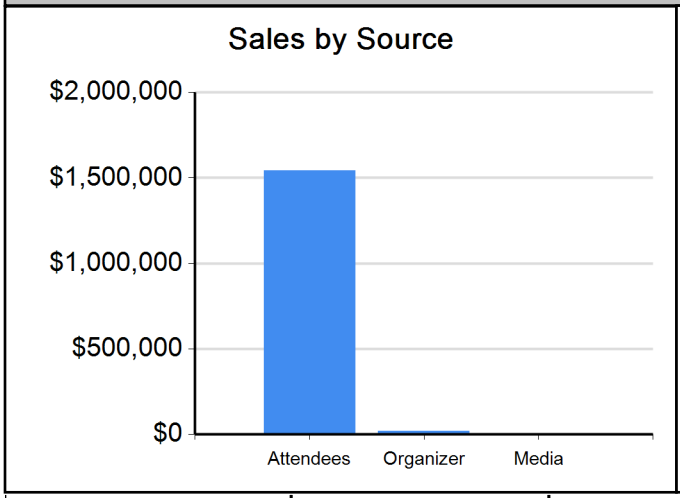
_____
(Name of Notary Typed, Printed or Stamped)
Commission Expires: 7-9-26

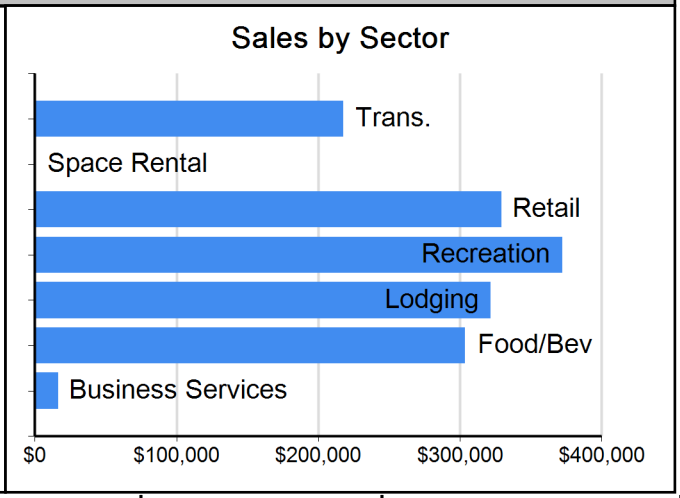
Event Impact Summary

Destination: Ocala/Marion County Visitors & Convention Bureau

Event Parameters		Key Results	
Event Name:	Winter Series Week #12 - National Show & Longines League of Nations	Business Sales (Direct):	$1,561,907
Organization:	World Equestrian Center	Business Sales (Total):	$2,276,251
Event Type:	Professional	Jobs Supported (Direct):	433
Start Date:	3/18/2026	Jobs Supported (Total):	497
End Date:	3/22/2026	Local Taxes (Total):	$58,550
Overnight Attendees:	503	Net Direct Tax ROI:	$39,284
Day Attendees:	2014	Estimated Room Demand:	2,145

Direct Business Sales





Industry	Attendees	Organizer	Media/Sponsors	Total
Lodging	$321,750	$0	$0	$321,750
Transportation	$217,645	$188	$90	$217,922
Food & Beverage	$301,078	$2,678	$0	$303,756
Retail	$329,219	$0	$0	$329,219
Recreation	$372,203	$0	$0	$372,203
Space Rental	$0	$602	$0	$602
Business Services	$0	$16,253	$202	$16,455
TOTAL	$1,541,895	$19,721	$292	$1,561,907

Event Impact Details

Destination: Ocala/Marion County Visitors & Convention Bureau

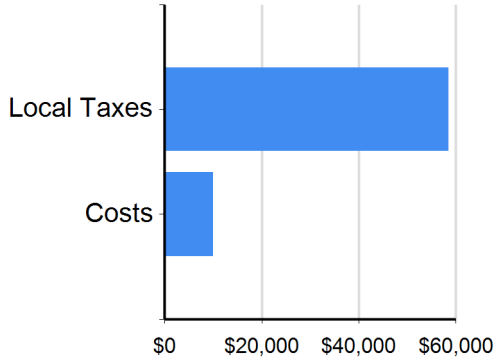
Event Name: Winter Series Week #12 - National Show & Longines League of Nations 2026
Organization: World Equestrian Center

Economic Impact Details

	Direct	Indirect/Induced	Total
Business Sales	$1,561,907	$714,344	$2,276,251
Personal Income	$473,951	$177,987	$651,938
Jobs Supported			
Persons	433	64	497
Annual FTEs	16	2	19
Taxes and Assessments			
Federal Total	$135,718	$57,651	$193,369
State Total	$114,292	$22,716	$137,008
sales	$88,052	$10,715	$98,767
income	$0	$0	$0
bed	$0	-	$0
other	$26,240	$12,001	$38,241
Local Total (excl. property)	$49,284	$9,265	$58,550
sales	$22,013	$2,679	$24,692
income	$0	$0	$0
bed	$12,870	-	$12,870
per room charge	$0	-	$0
tourism district	$0	-	$0
restaurant	$0	$0	$0
other	$14,401	$6,586	$20,988
property tax	$28,335	$8,371	$36,705

Event Return on Investment (ROI)

Direct local tax ROI (net property taxes)	
Direct Tax Receipts	$49,284
DMO Hosting Costs	$10,000
Direct ROI	$39,284
Net Present Value	$38,496
Direct ROI (%)	393%
Total local tax ROI (net property taxes)	
Total Local Tax Receipts	$58,550
Total ROI	$48,550
Net Present Value	$47,575
Total ROI (%)	485%



Estimated Room Demand Metrics

Room Nights (total)	2,145
Room Pickup (block only)	2,145
Peak Rooms	229
Total Visitor Days	6,078

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21114 **Agenda Date:** 11/4/2025 **Agenda No.:** 7.8.1.

SUBJECT:
Request Approval of a Purchase Agreement Associated with the SW 80th Street Road Improvement Project for Parcel 3545-001-003 (Budget Impact - Neutral; Expenditure of $237,000)

INITIATOR:
Steven Cohoon, P.E. County Engineer

DEPARTMENT:
Office of The County Engineer

DESCRIPTION/BACKGROUND:
This is a request to approve a Purchase Agreement in the amount of $237,000 plus closing costs for Parcel 3545-011-003 associated with the SW 80th Street (SW 80th Avenue to SW Hwy 200) Road Improvement Project. This is an improved lot consisting of .23 acres. The 1,248 square-foot single family residence, constructed in 1972, consists of three (3) bedrooms and two (2) bathrooms.

BUDGET/IMPACT:
Neutral; Expenditure of $237,000 plus closing costs (TIP077586 - TIP ROADS - EXPANS ROW - 762T - BO762541 - 561301).

RECOMMENDED ACTION:
Motion to approve Purchase Agreement and authorize the Chairman and Clerk to execute the same.

1193

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Woods (Last) Elizabeth (First) (Dept) Office of the County Engineer - 4121

(Title) Title Research Agent (Phone) 352-671-8667

Signature S/Elizabeth Woods Date 10/21/2025

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

Request to review and approve a purchase agreement between Marion County and Red Moon Investments LLC associated with the SW 80th Street road project.

For more information or discussion, contact: ☐ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☑ Yes ☐ No Agenda Date: November 4, 2025

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. 2025-1113

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 10:13 am, Oct 21, 2025

Attorney Signature: Linda A Blackburn Date Oct 21, 2025

Staff Signature: _____ Date: 10/21/25 Returned: ☒ Department ☐ Admin ☐ _____
Completed

Rev2 03/19/2025

This instrument prepared by:
Office of County Engineer
412 SE 25th Avenue
Ocala, FL. 34471

October 14, 2025

Return to:
Office of County Engineer
412 SE 25th Avenue Bldg 1
Ocala, FL. 34471

Project: SW 80th Street
Project Parcel #: N/A
Parcel ID#: 3545-001-003

PURCHASE AGREEMENT

THIS **AGREEMENT** is made by and between: **Red Moon Investments, LLC,** a Florida Limited Liability Company, having a mailing address of 13374 SW 31st Terrace Road, Ocala, FL 34473, 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 #: 3545-001-003 being more particularly described on attached Exhibit "A".

(b)

(x) Fee Simple
( ) Temporary Construction Easement
( ) Permanent Easement
( ) Leasehold Interest

(c) 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:
Washer & Dryer

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	$ 237,000.00
Damages (Severance/Cost-to-Cure)	$ _____
Other: Attorney Fees	$ _____
Other: N/A	
Sub-Total	$ 237,000.00

(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). $ 237,000.00.

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 60 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:

Kristen Savage
(Signature)

Kristen Savage
(Print or type Name)

(Signature)

Elizabeth Woods.
(Print or type name)

SELLER: Red Moon Investments, LLC, a Florida Limited Liability Company

(Signature)

Maria Mijares, President
(Print or type name)

10/14/2025
(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: KATHY BRYANT, CHAIRMAN

(Date)

FOR USE AND RELIANCE OF
MARION COUNTY ONLY,
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

COUNTY ATTORNEY

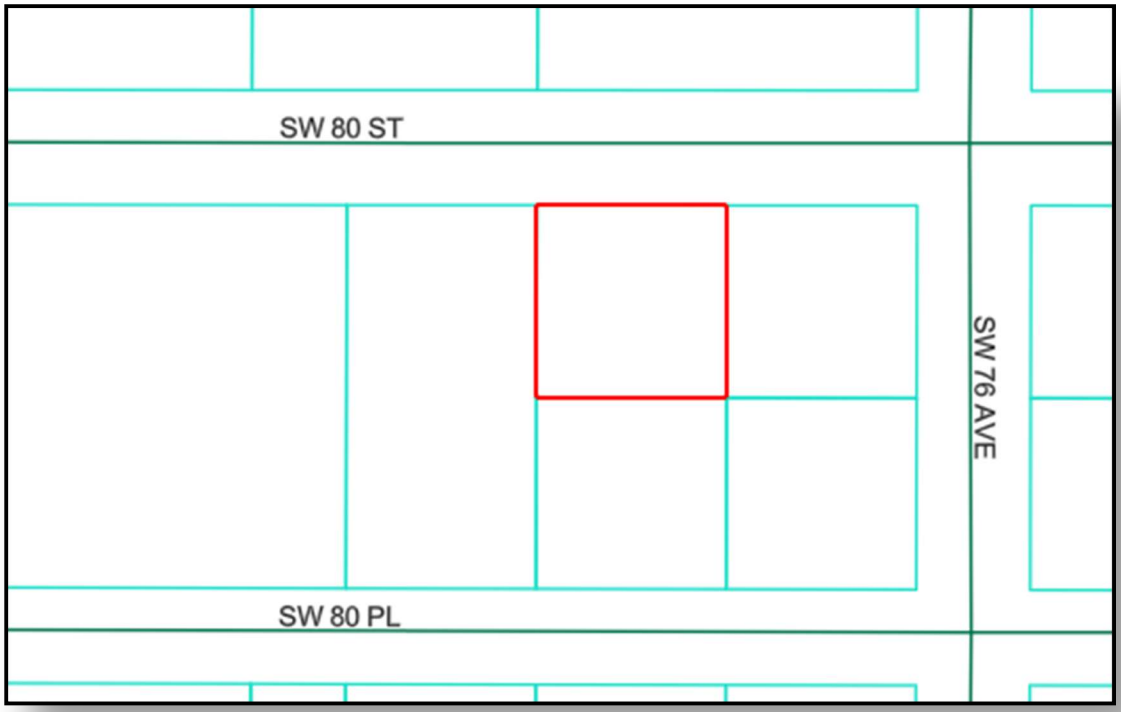
Revised· 3-2024

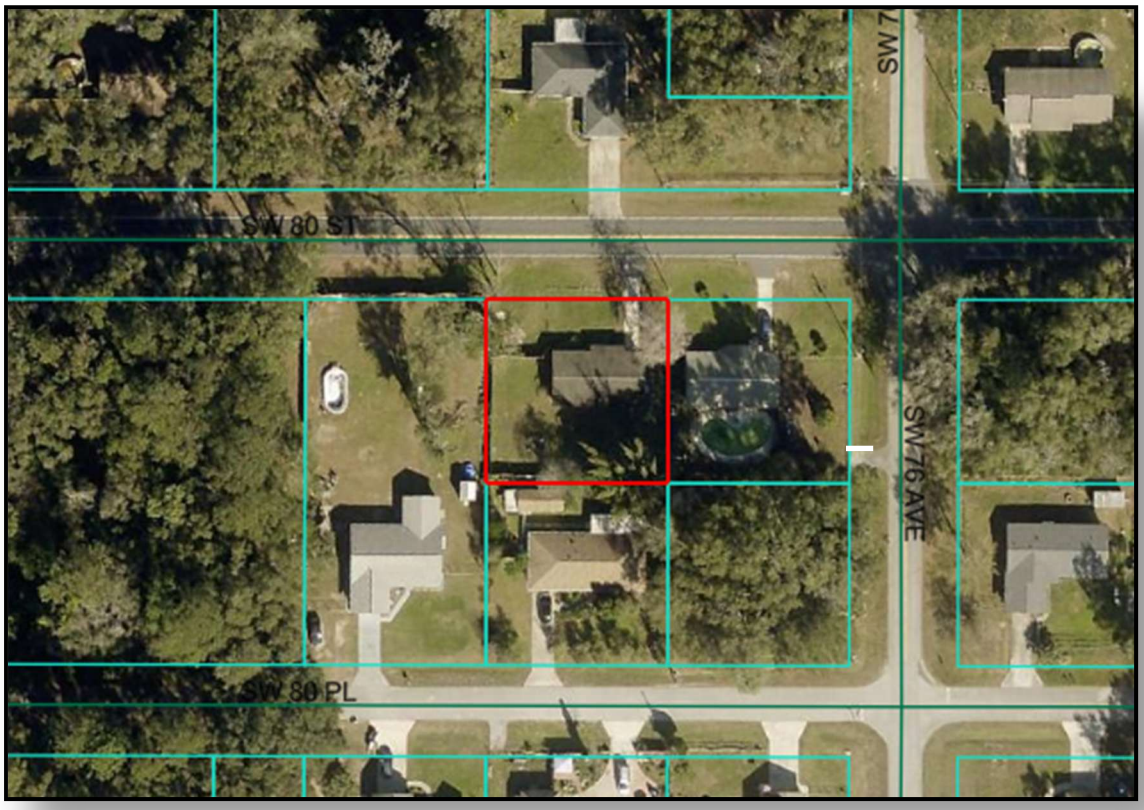
EXHBIT "A"

Lots 3 and 4, Block A, HIBISCUS PARK UNIT NO. 2, according to plat thereof Recorded in Plat Book F, Page 58, Public Records of Marion County, Florida.

Location Map

PID# 3545-001-003
.23 Acres +/-
Sec 18 Twp 16 Rge 21
Hibiscus Park Unit 2
Block A Lot 3.4





Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21090 **Agenda Date:** 11/4/2025 **Agenda No.:** 7.9.1.

SUBJECT:
Request Approval of Water Main Extension Connection Agreement WME-126-S Between Ramiro Jaramillo and Marion County (Budget Impact - Neutral; expenditure of $117,220)

INITIATOR:
Tony Cunningham, P.E., Director

DEPARTMENT:
Utilities

DESCRIPTION/BACKGROUND:
In accordance with Land Development Code section 6.14.2, developers (property owners) are required to connect to public utilities if the property being developed is within connection distance. For a single-family residence, the connection distance is 400 feet from the parcel's closest corner to the public water main. In this case, the property owner has applied for a building permit for a parcel within the 400' connection distance of the public water main provided by Marion County Utilities (MCU). The owner is required to install the water main across the entire frontage of the parcel, ending at the farthest corner.

Resolution No. 21-R-381 approved by the Board on August 17, 2021, authorizes in certain circumstances, to permit MCU to enter into a Share Agreement whereby each parcel connecting to the MCU system is charged for only their share of the total project based upon MCU's low bid for the work. The County has funding in place to use the share methodology to extend water main beyond the Owner's obligation to interconnect the mains and close two loops, which improves the system hydraulics within the neighborhood.

Total Project Cost	$ 117,219.50	$ 115,819.50 construction + $1,400 design
Per Parcel Cost	$ 5,581.88	21 total parcels

BUDGET/IMPACT:
Neutral; project cost is $117,219.50 and construction purchase order includes 10% contingency in accordance with the Procurement Manual. Funding is from ZF448536-563102 with project code UTC000094.

RECOMMENDED ACTION:
Motion to approve and authorize the Chairman and Clerk to execute the Water Main Extension Connection Agreement and authorize staff to issue the purchase order for T&C Underground under 22P-146.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Hyde (Last) Carrie (First) (Dept) Utilities - 7130

(Title) Development Review Supervisor (Phone) 352-307-6168

Signature [signature] Date Tuesday, October 7, 2025

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

Attached for review and approval is a Water Main Extension Connection Agreement, necessary to extend infrastructure to serve initiating and benefitting lots shown on Exhibit 1.

After Legal approval, please return to Utilities; it will be presented at the next possible Board meeting.

WME-126-S / PA# 8011-1418-21 Marion Oaks / Jaramillo

For more information or discussion, contact: ☑ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☑ Yes ☐ No Agenda Date: Tuesday, November 4, 2025

Agenda Deadline Date for **Legal:** _____ Agenda Deadline Date for **Admin:** Tuesday, October 21, 2025

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. 2025-1044

Assigned to:
- ☐ Matthew Guy Minter, County Attorney
- ☐ Dana E. Olesky, Chief Asst. County Attorney
- ☑ Thomas Schwartz Asst. County Attorney
- ☐ Valdoston Shealey Asst. County Attorney

Date Received:

Outcome:
- ☑ Approved as to form and legal sufficiency
- ☐ Approved with revisions: ☐ Suggested ☐ Completed
- ☐ Other:

RECEIVED
By Lori.Zirkle at 1:11 pm, Oct 10, 2025

Attorney Signature: [signature] Date 10/13/25

Staff Signature: [signature] Completed Date: 10/13/25 Returned: ☒ Department ☐ Admin ☐ _____

MARION COUNTY WATER MAIN EXTENSION CONNECTION AGREEMENT NO: WME-126-S

SECTION 1. REQUEST. Property owner ("Owner") RAMIRO JARAMILLO whose complete and principal address is 4495 SE 59th St, Ocala, FL 34480, hereby requests, through payment of the non-refundable application fee and execution of this Agreement ("Agreement"), that Marion County ("County") connect by extension, and provide service from its central utility system ("System") to its parcel(s) below and as depicted on the map attached herein as "Exhibit 1."

County has the necessary funding in place to extend water main and has elected to only assess Owner its share of the extension obligation due to close loops within its System. The terms of this Agreement establishing Owner's construction and responsibility for the specified parcel only is exclusive to accommodate a particular set of circumstances and does not set a precedent for any other extension agreements. By entering into this Agreement with County, Owner understands its obligation is to extend the water main line ("Main") and pay its pro rata share ("Share") to County per engineered construction plans after Board approval, and prior to any pending building inspection.

Parcel ID Number	Use (Structure Type)	Number of Units
8011-1418-21	Single Family Residence	one (1)

SECTION 2. BENEFITING PARCEL(S). Main is proposed to extend past unserved parcel(s), including any future division of said parcel(s) ["Benefiting Parcel(s)"]: 8011-1404-04, 8011-1404-05, 8011-1404-06, 8011-1404-07, 8011-1404-08, 8011-1404-09, 8011-1418-15, 8011-1418-16, 8011-1418-17, 8011-1418-18, 8011-1418-19, 8011-1418-20, 8011-1418-22, 8011-1418-23, 8011-1418-24, 8011-1418-25, 8011-1419-14, 8011-1419-15, 8011-1419-16, and 8011-1419-17

County has established its Main construction cost ("Total Cost") as $117,219.50 using its best available information at the time of this Agreement. Based on the number of total parcels served by the Main in Section 1 and Section 2, **the Share cost for each connected parcel shall be $5,581.88**. County shall collect any Benefiting Parcel Share prior to its connection to the System.

SECTION 3. PERMISSION TO CONNECT. County's execution of this Agreement creates no vested rights and shall not be construed as a guarantee of service capacity until all conditions precedent set forth herein are met. County may permit connections to its System only if it may lawfully do so or would not thereby violate any permit, license, restriction, injunctions, moratorium or denial of permission to connect imposed or issued by any court of competent jurisdiction or by any applicable governmental agency. County agrees to not unreasonably deny connection to its System. County makes no representation or agreement as to the timing of the availability of service in connection with development of the properties described in this Agreement. By entering into this Agreement, Owner acknowledges the stated limits on the permissibility to connect and hereby waives and relinquishes any right, claim, cause of action or other remedy whatsoever against County arising from, or as a result of Owner reasonably being denied connection. Once granted, the ability of Owner to connect provided by this Agreement shall be valid for a period of one (1) year from its recording date. This Agreement is non-transferable. Connection is conditioned upon and may not occur before the receipt from Owner of all necessary governmental permits, licenses, and approvals for, and completion of construction connected to System. Owner agrees to be responsible for constructing the distribution and transmission facilities in accordance with this Agreement. This Agreement may be immediately and unilaterally terminated by the County without penalty for any default of this Agreement, to include: (a) Owner's violation or non-compliance with the provisions of this Agreement; (b) failure of Owner to fully perform any monetary obligation owed to County with regard to County's Utility service to Owner; (c) failure of Owner to comply with any conditions or requirements contained in any permits necessary for the project contemplated herein; (d) misrepresentation of fact in Owner's application; (e) failure to timely establish a new service account as needed; or (f) violation of any governing laws, rules, regulations, or codes.

SECTION 4. ACCEPTANCE BY OWNER. Owner agrees to connect to and to be served by the System for parcel(s) identified in Section 1, to enter into a service agreement for same, and to be bound fully by all applicable laws, rules, regulations, and codes, as well as any conditions and/or requirements of any permits necessary for the project contemplated herein. The party executing this Agreement certifies it is fully authorized to bind Owner and understands the penalties for misrepresentation. Owner 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 Agreement, including a reasonable attorney's fees and costs (and a reasonable attorney's fee and costs on appeal) and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of this Agreement by Owner, its employees, agents, or subcontractors, to the extent that any such claim, damages, loss, or expenses is caused by any acts or omissions of Owner or anyone directly or indirectly employed by Owner. Nothing in this Agreement shall be construed in any way to alter County's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. Owner hereby accepts all terms and conditions of this Agreement, and agrees to be bound hereby.

ACCEPTED AND AGREED TO BY OWNER:

OWNER: RAMIRO JARAMILLO

Ramiro
Signed

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

WITNESS:

Printed Date

WITNESS: Liliana Suarez

Liliana Suarez 10/2/2025
Printed Date

STATE OF Florida, COUNTY OF Orange

The foregoing **Water Main Extension Connection Agreement WME-126-S** was acknowledged before me by means of ☒physical presence or ☐online notarization this 2 day of October, 2025 by RAMIRO JARAMILLO who is ☐personally known to me or ☐produced identification (type/# Personally Known).

PEDRO LUIS GARCIA-PONCE NOTARY PUBLIC MY COMMISSION EXPIRES 4-20-2028 STATE OF FLORIDA COMMISSION NUMBER HH 511522

NOTARY SEAL

Signature of Notary Public

IN WITNESS WHEREOF, the parties hereto agree to these terms as of the date approved by the County.

MARION COUNTY, FLORIDA,
a political subdivision of the State of Florida

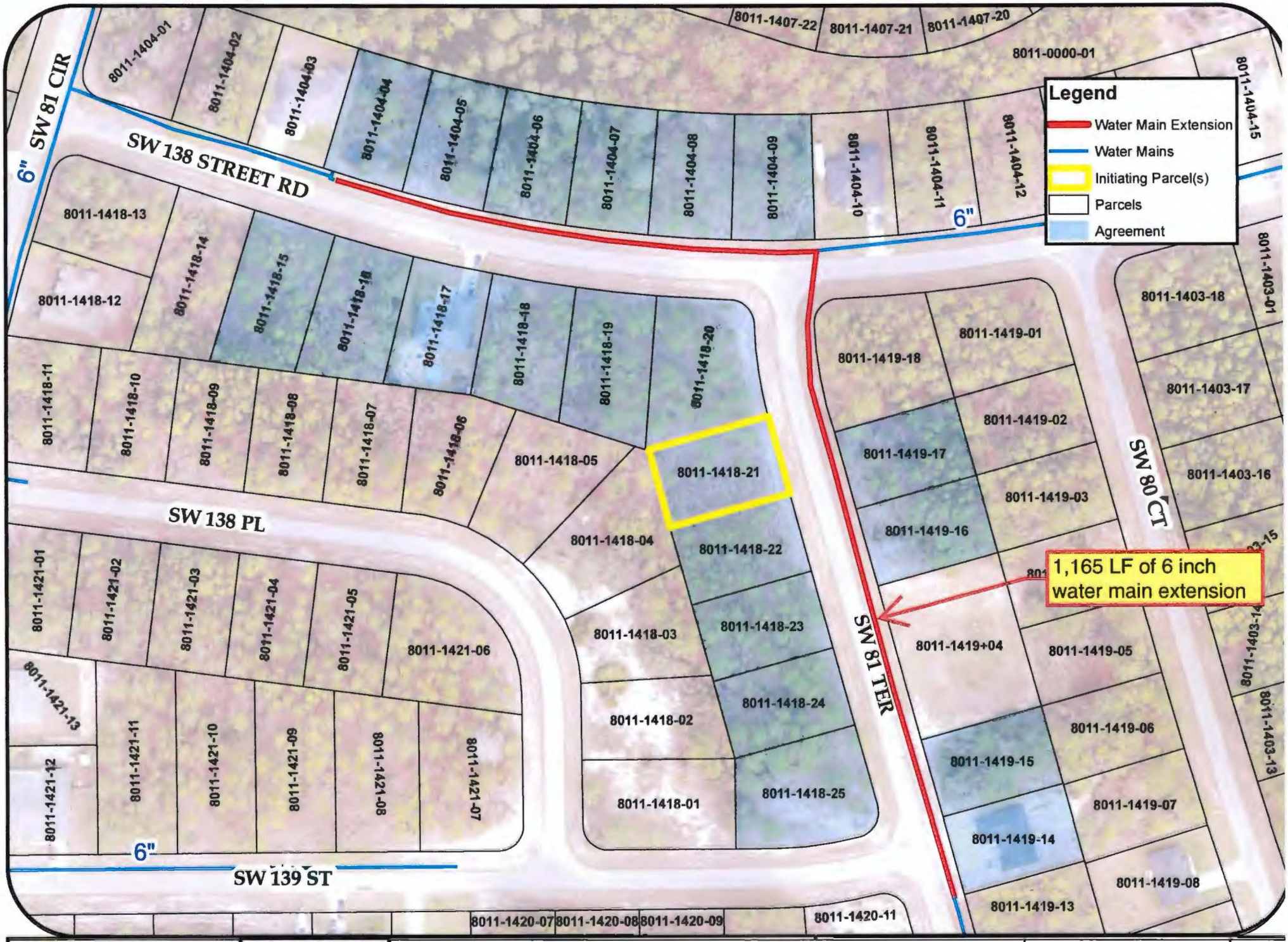
Kathy Bryant, Chairman Date

ATTEST:

Gregory C Harrell, Clerk Date

FOR USE AND RELIANCE BY MARION COUNTY ONLY
APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

Matthew G. Minter, County Attorney



Marion County Board of County Commissioners
Utilities Department

User Name: carrie.hyde
Date: 9/16/2025
Reference Scale: 1 " = 123 '

Water Main Extension
Exhibit 1 - Location Map

8011-1418-21 | Marion Oaks
WME-126 | Ramiro Jaramillo

Marion County Utilities
Water & Sewer Map

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21115 **Agenda Date:** 11/4/2025 **Agenda No.:** 7.9.2.

SUBJECT:
Request Approval of Water Main Extension Connection Agreement WME-111-S Between RC Home Sale LLC and Marion County (Budget Impact - Neutral; expenditure of $44,113)

INITIATOR:
Tony Cunningham, P.E., Director

DEPARTMENT:
Utilities

DESCRIPTION/BACKGROUND:
In accordance with Land Development Code section 6.14.2, developers (property owners) are required to connect to public utilities if the property being developed is within connection distance. For a single-family residence, the connection distance is 400 feet from the parcel's closest corner to the public water main. In this case, the property owner has applied for a building permit for a parcel within the 400' connection distance of the public water main provided by Marion County Utilities (MCU). The owner is required to install the water main across the entire frontage of the parcel, ending at the farthest corner.

Resolution No. 21-R-381 approved by the Board on August 17, 2021, authorizes in certain circumstances, to permit MCU to enter into a Share Agreement whereby each parcel connecting to the MCU system is charged for only their share of the total project based upon MCU's low bid for the work. The County has funding in place to use the share methodology to extend water main beyond the Owner's obligation to upsize the water main above the owner's minimum to allow installation of a fire hydrant.

Collective Owners' Total Cost	$ 34,712.50	$ 34,012.50 construction + $700 design
Per Parcel Cost	$ 17,365.25	Two (2) total parcels
County's Sole Cost	$ 9,400.00	$ 8,700 hydrant + $700 re-design
Total Project Cost	$ 44,112.50	

BUDGET/IMPACT:
Neutral; project cost is $44,112.50 and construction purchase order includes 10% contingency in accordance with the Procurement Manual. Funding is from ZF448536-563102 with project code UTC000094.

RECOMMENDED ACTION:
Motion to approve and authorize the Chairman and Clerk to execute the Water Main Extension Connection Agreement and authorize staff to issue the purchase order for T&C Underground under 22P-146.

1207

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Hyde (Last) Carrie (First) (Dept) Utilities - 7130

(Title) Development Review Supervisor (Phone) 352-307-6168

Signature [signature] Date September 3 2025

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

Attached for review and approval is a Water Main Extension Connection Agreement, necessary to extend infrastructure to serve initiating and benefitting lots shown on Exhibit 1.

After Legal approval, please return to Utilities; it will be presented at the next possible Board meeting.

WME-111-S / PA# 9019-0342-04 Silver Springs Shores / RC Home Sale, LLC

For more information or discussion, contact: ☑ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☑ Yes ☐ No Agenda Date: Tuesday, October 7, 2025

Agenda Deadline Date for **Legal:** _____ Agenda Deadline Date for **Admin:** Tuesday, September 16, 202

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. 2025-904

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:
- ☑ Approved as to form and legal sufficiency
- ☐ Approved with revisions: ☐ Suggested ☐ Completed
- ☐ Other:

Date Received:

RECEIVED
By Marion County Attorney-HF at 10:03 am, Sep 05, 2025

Attorney Signature: [signature] Date 9/5/25

Staff Signature: [signature] (Completed) Date: 9/5/25 Returned: ☑ Department ☐ Admin ☐ _____

Rev 11/22/2023

MARION COUNTY WATER MAIN EXTENSION CONNECTION AGREEMENT NO: WME-111-S

SECTION 1. REQUEST. Property owner ("Owner") RC HOME SALE LLC whose complete and principal address is 9 Fir Drive Trak, Ocala, FL 34472, hereby requests, through payment of the non-refundable application fee and execution of this Agreement ("Agreement"), that Marion County ("County") connect by extension, and provide service from its central utility system ("System") to its parcel(s) below and as depicted on the map attached herein as "Exhibit 1."

County has the necessary funding in place to extend water main and has elected to only assess Owner its share of the extension obligation due to County's option to upsize the main and install a hydrant. The terms of this Agreement establishing Owner's construction and responsibility for the specified parcel only is exclusive to accommodate a particular set of circumstances and does not set a precedent for any other extension agreements. By entering into this Agreement with County, Owner understands its obligation is to extend the water main line ("Main") and pay its pro rata share ("Share") to County per engineered construction plans after Board approval, and prior to any pending building inspection.

Parcel ID Number	Use (Structure Type)	Number of Units
9019-0342-04	Single Family Residence	one (1)

SECTION 2. BENEFITING PARCEL. Main is proposed to extend past an unserved parcel, including any future division of said parcel ["Benefiting Parcel"]: 9020-1010-18

County has established its Main construction cost ("Total Cost") as $44,112.50 using best available information at the time of this Agreement. The collective Owners' obligation is $34,712.50; the $9,400 differential is County's sole expense for a fire hydrant installation ($8,700) and plan re-design ($700). Based on the number of total parcels served by the Main in Section 1 and Section 2, **the Share cost for the INITIATING PARCEL and each connected parcel shall be $17,356.25.** County shall collect Benefiting Parcel's Share prior to its connection to the System.

SECTION 3. PERMISSION TO CONNECT. County's execution of this Agreement creates no vested rights and shall not be construed as a guarantee of service capacity until all conditions precedent set forth herein are met. County may permit connections to its System only if it may lawfully do so or would not thereby violate any permit, license, restriction, injunctions, moratorium or denial of permission to connect imposed or issued by any court of competent jurisdiction or by any applicable governmental agency. County agrees to not unreasonably deny connection to its System. County makes no representation or agreement as to the timing of the availability of service in connection with development of the properties described in this Agreement. By entering into this Agreement, Owner acknowledges the stated limits on the permissibility to connect and hereby waives and relinquishes any right, claim, cause of action or other remedy whatsoever against County arising from, or as a result of Owner reasonably being denied connection. Once granted, the ability of Owner to connect provided by this Agreement shall be valid for a period of one (1) year from its recording date. This Agreement is non-transferable. Connection is conditioned upon and may not occur before the receipt from Owner of all necessary governmental permits, licenses, and approvals for, and completion of construction connected to System. Owner agrees to be responsible for constructing the distribution and transmission facilities in accordance with this Agreement. This Agreement may be immediately and unilaterally terminated by the County without penalty for any default of this Agreement, to include: (a) Owner's violation or non-compliance with the provisions of this Agreement; (b) failure of Owner to fully perform any monetary obligation owed to County with regard to County's Utility service to Owner; (c) failure of Owner to comply with any conditions or requirements contained in any permits necessary for the project contemplated herein; (d) misrepresentation of fact in Owner's application; (e) failure to timely establish a new service account as needed; or (f) violation of any governing laws, rules, regulations, or codes.

SECTION 4. ACCEPTANCE BY OWNER. Owner agrees to connect to and to be served by the System for parcel(s) identified in Section 1, to enter into a service agreement for same, and to be bound fully by all applicable laws, rules, regulations, and codes, as well as any conditions and/or requirements of any permits necessary for the project contemplated herein. The party executing this Agreement certifies it is fully authorized to bind Owner and understands the penalties for misrepresentation. Owner 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 Agreement, including a reasonable attorney's fees and costs (and a reasonable attorney's fee and costs on appeal) and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of this Agreement by Owner, its employees, agents, or subcontractors, to the extent that any such claim, damages, loss, or expenses is caused by any acts or omissions of Owner or anyone directly or indirectly employed by Owner. Nothing in this Agreement shall be construed in any way to alter County's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. Owner hereby accepts all terms and conditions of this Agreement, and agrees to be bound hereby.

ACCEPTED AND AGREED TO BY OWNER:

OWNER: RC HOME SALE LLC

Raymond A Forrest, President — Date 8/31/25

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

WITNESS:

C Sewell

Carlene Sewell 8/31/25

Printed — Date

WITNESS:

Divine Forrest 8/31/25

Printed — Date

STATE OF FLORIDA, COUNTY OF MARION

The foregoing **Water Main Extension Connection Agreement WME-111-S** was acknowledged before me by means of ☒physical presence or _online notarization this 31 day of August, 2025 by Raymond A Forrest, as President for RC HOME SALE LLC who [_] is personally known to me or [X] produced identification (type/# DLIVERS LIC).

NOTARY SEAL

TRACY O. MARTINEZ
Notary Public-State of Florida
Commission # HH 252387
My Commission Expires
July 04, 2026

Signature of Notary Public

IN WITNESS WHEREOF, the parties hereto agree to these terms as of the date approved by the County.

MARION COUNTY, FLORIDA,
a political subdivision of the State of Florida

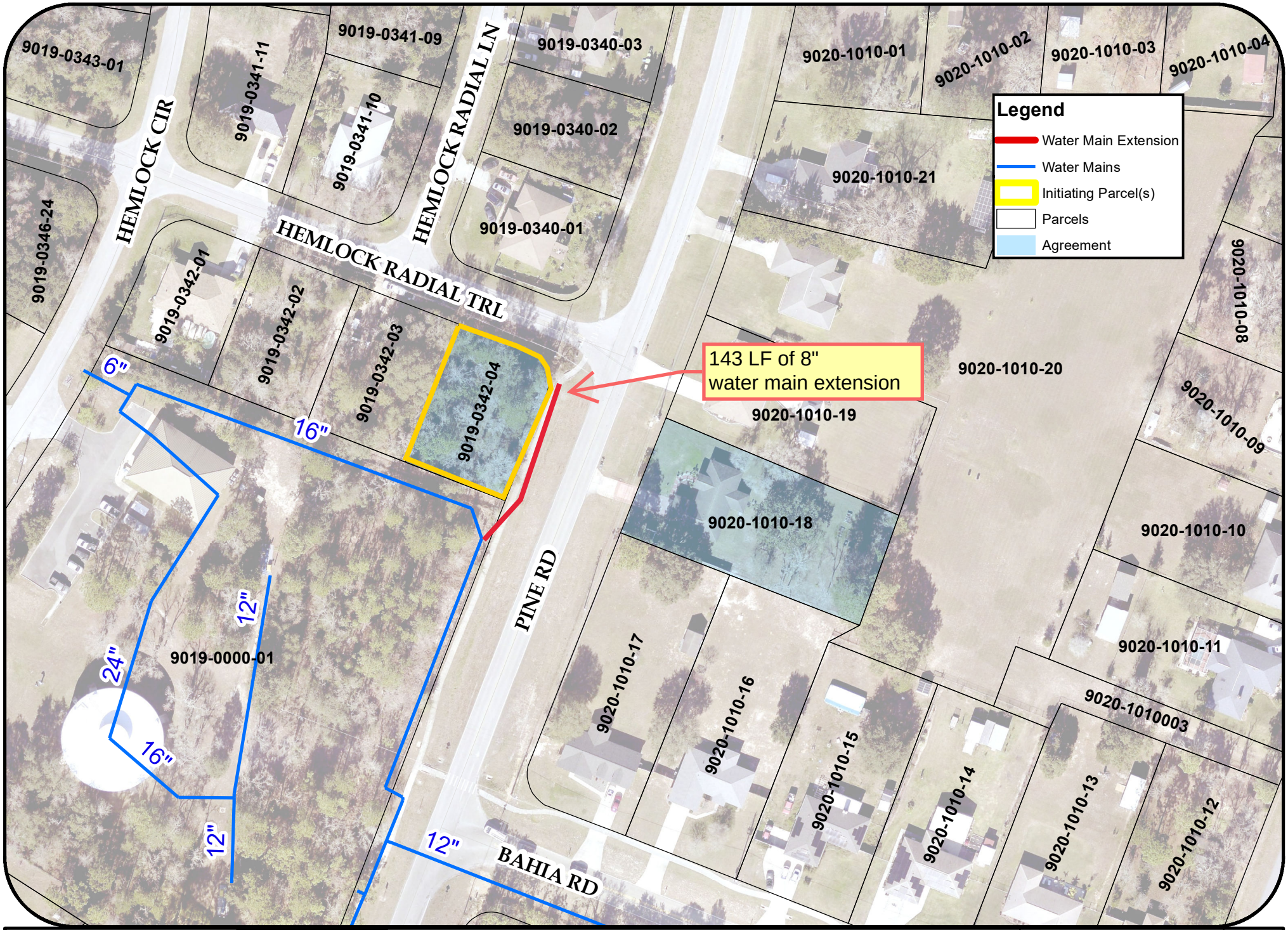
Kathy Bryant, Chairman — Date

ATTEST:

Gregory C Harrell, Clerk — Date

FOR USE AND RELIANCE BY MARION COUNTY ONLY
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

For Matthew G. Minter, County Attorney



Marion County Board of County Commissioners Utilities Department	User Name: carrie.hyde Date: 9/3/2025 Reference Scale: 1 " = 103 '	*Water Main Extension Exhibit 1 - Location Map*	9019-0342-04 | Silver Springs Shores WME-111 | RC Home Sale LLC	*Marion County Utilities Water & Sewer Map*	1210

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21154 **Agenda Date:** 11/4/2025 **Agenda No.:** 8.1.

SUBJECT:
Request Board Approval for Transfer and Assignment of Waste Hauler Franchise from Florida Express Environmental, LLC, to Waste Connections of Florida, Inc.

INITIATOR:
Matthew G. Minter, County Attorney

DEPARTMENT:
County Attorney

DESCRIPTION/BACKGROUND:
This request follows and is contingent upon Board approval of a new waste hauler franchise to Waste Connections of Florida, Inc., at a public hearing on this date.

Florida Express Environmental, LLC ("Florida Express"), is the current holder of a waste hauler franchise from Marion County. By the attached application dated October 29, 2025, Florida Express has requested the Board to approve and authorize Waste Connections of Florida, Inc. ("Waste Connections") to be the controlling interest and the management of Florida Express and the Florida Express Marion County Commercial and Residential Solid Waste Hauler Franchise Permit.

Marion County Code Section 16-50, Transfer of Franchise, provides that "[a] franchise shall not be bought, sold, transferred, assigned, or otherwise alienated, in whole or in part, without the prior approval of the board and without prior settlement of all accounts payable with the county for franchise fees, disposal fees, and other costs and expenses." The Solid Waste Director has confirmed that Florida Express satisfies the second requirement.

No public hearing is required for Board action on this item. Once the Board grants a new waste hauler franchise to Waste Connections, Waste Connections qualifies to be a recipient of this transfer of franchise. Waste Connections would then acquire the controlling interest of Florida Express. However, it is the desire and intent of Waste Connections to continue to operate the Florida Express franchise under that name, and also operate its own separate waste hauler franchise under the Waste Connections name. Mr. Michael Paglia, the Chief Operating Officer of Florida Express, will be present to answer any questions the Board may have concerning the transfer of the franchise.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to Approve Franchise Transfer from Florida Express Environmental, LLC to Waste Connections of Florida, Inc.

1212

APPLICATION FOR APPROVAL OF TRANSFER OF A FRANCHISE
Marion County, Florida

Please Type or Print

Check All that Apply:

☑ **Commercial Collection Service** ☑ **Residential Collection Service**

Transferor Details

Part I – Personal Information

Fill out the following information for each applicant, including corporate or partnership applicants:

1. Transferor/Business Name DbA/ Florida Express Environmental LLC ~~Florida Express Waste~~ Recycling
2. Transferor/Business Owner(s) John Paglia Jr & Michael D. Paglia
3. Contact Person, Local Manager (if different than applicant) JP3 President (John Paglia III)
4. Address: 460 NW 52nd Avenue Ocala, FL 34482
5. Mailing Address (if different) P.O. Box 5058 Ocala, FL 34478
6. Business Phone: 352-369-5411 7. Social Security: N/A
8. Tax ID#: 59-3707853 9. Date of Birth: N/A
10. Date of Award of Franchise 05/20/2009
11. Resolution Number #001
12. Any criminal convictions or charges to which the applicant has pled *nolo contendere*, no contest, adjudication of guilt withheld or any charge pending:

☐ **YES** ☑ **NO**

If yes, explain: N/A

Part II – Transferor/Corporation/Partnership Information
If any of the following is applicable, supply the requested information by attachments.

1. Corporation N/A

a) Publicly Traded **YES** ☐ **NO** ☐

If yes, which state or federal agency is responsible for regulating securities?

_____

b) State of Incorporation _____

c) Current status (active, dissolved, etc.) _____

d) Fictitious Business Name _____

e) In lieu of ***b*** through ***d*** above, provide the following:

1. Articles of Incorporation
2. Corporation Charter
3. Copy of most recent annual report

f) List of persons having a financial, management or controlling interest in the corporation with personal information ***required in Part I above*** for each individual (for purpose of this section, ownership of 5% or more of applicant shall be deemed a "controlling interest").

NAME: _____

ADDRESS: _____

2. Partnership Please See Attached -

a) Copy of Partnership Agreement Attached

b) Any fictitious name Attached

c) Personal information ***required in Part 1 above*** for all partners, including limited partners

Attach separate sheet as needed.

SECOND AMENDED AND RESTATED OPERATING AGREEMENT OF IMG HOLDINGS, LLC

THIS SECOND AMENDED AND RESTATED OPERATING AGREEMENT ("Agreement") is entered into effective as of the 31st day of December, 2023, by and among those Persons named and identified as Members on Schedule A attached hereto and incorporated herein by this reference, along with any other Person who may become a Member or Holder of a Membership Interest in IMG Holdings, LLC (the "Company").

ARTICLE 1
DEFINITIONS

Unless specifically defined elsewhere in this Agreement, capitalized terms used in this Agreement have the following meanings:

"Act" means the Florida Revised Limited Liability Company Act, as amended from time to time, or any successor statute.

"Articles" means the Articles of Organization, and any amendments thereto, of the Company as initially filed with the Florida Department of State on August 29, 2000.

"Capital Contribution" means the total amount of cash and the fair market value of any other assets contributed or deemed contributed to the Company by a Member or Holder, net of liabilities assumed or to which the assets are subject. Capital Contributions include promissory notes, services performed, an obligation or agreement to contribute money or property and an obligation or agreement to perform services whether or not reflected in the Person's Capital Account.

"Cash Flow" means the Company's taxable income for federal tax purposes, increased by (i) amortization, depreciation and other noncash charges taken into account in computing taxable income, (ii) any nontaxable income or proceeds from any refinancing of the Company's indebtedness (other than Capital Contributions), (iii) such amounts that the Managers determine are no longer needed to be maintained in a working capital reserve and decreased by (iv) principal payments on Company debts, (v) any other cash expenditures which have not been deducted in determining the taxable income of the Company, and (vi) any amount that the Managers determines to be reasonably required to maintain sufficient working capital, a reasonable reserve for operating expenses and a reasonable reserve for capital expenditures. The Cash Flow of the Company shall be determined separately for each Fiscal Year and not cumulatively.

"Class" shall mean a category of Membership Interests that differ in voting rights from another category of Membership Interests of the Company. There are to be two Classes.

"Class A Member" is a Member holding a Class A Membership Interest.

"Class A Membership Interest" or "Class A Units" shall mean the Membership Interest or Units received or held by those Members designated as such on Schedule A attached hereto and any subsequent Member with respect to the Governance Rights associated with such

Membership Interests or Units. The Governance Rights associated with the Class A Membership Interest are not limited by this Agreement. Each Class A Unit shall carry the right to cast one vote on any matter submitted to the Members of the Company for a vote.

"Class B Member" is a Member holding a Class B Membership Interest.

"Class B Membership Interest" or "Class B Units" shall mean the Membership Interest or Units received or held by those Members designated as such on Schedule A attached hereto and any subsequent Member with respect to the Governance Rights associated with such Membership Interests or Units. The Class B Membership Interest shall be non-voting except as otherwise expressly provided in this Agreement.

"Code" means the Internal Revenue Code of 1986, as amended.

"Disability" or "Disabled" means that a qualified independent physician mutually acceptable to the Company and the affected Person has determined that, due to a physical or mental condition and, after any reasonable accommodation required by law, such Person is or has been unable to participate in the business of the Company or to make any required decision with respect to the Company for six (6) consecutive months.

"Distribution" means a direct or indirect transfer of money or other property by the Company (except for the issuance of its own Membership Interests or Financial Rights), with or without consideration, or an incurrence or issuance of indebtedness (whether directly or indirectly, including through a guaranty) to or for the benefit of any of the Members or Holders of Financial Rights, as applicable, in respect of Membership Interests or Financial Rights. The term "Distribution" does not include amounts paid to or for the benefits of Members or Holders as compensation or benefits for services rendered by them in their capacities as Members, Holders, officers, Managers or agents.

"EBITDA" means earnings of the Company before interest, taxes, depreciation and amortization.

"Financial Rights" means a Member or Holder's rights to share in the Profits, Losses, and Cash Flow of the Company and to receive interim and liquidating Distributions of the Company.

"Fiscal Year" means the calendar year.

"Governance Rights" means a Member's right to vote on one or more matters, all of a Member's other rights as a Member in the Company under the LLC Documents or the Act, other than Financial Rights, and the right to transfer the voting and other rights described herein.

"Holder of Financial Rights" or "Holder" means a Person, who is not a Member, but who owns Financial Rights in the Company. All Holders shall be listed on Schedule A hereto. A Holder may acquire its Financial Rights either by transfer from a Member or other Holder or directly from the Company.

"Immediate Family Member" shall mean John A. Paglia, Jr. and Michael D. Paglia and their respective lineal ancestors or lineal descendants, a trust established for the primary benefit of one or more of the above, a marital income trust for a spouse of one or more of the above provided that the remainder beneficiaries of such trust shall be one or more lineal descendants of John A. Paglia, Jr. or Michael D. Paglia, or the estate of an individual who was a Member or Holder while living. A duly appointed and serving trustee, custodian, guardian, attorney-in-fact, executor or other fiduciary serving for the benefit of one of the above may act for and represent the interest of such Immediate Family Member for all purposes under this Agreement and, if a Member is an entity, the organizational documents creating and/or controlling such entity must provide that only those individuals or entities identified above may be owners or beneficiaries. Such organizational documents shall provide that the class of eligible owners or beneficiaries may not be expanded without the written consent of all the Class A Members. An individual adopted prior to attaining the age of eighteen (18) shall for all purposes herein be deemed to be a lineal descendant of the individual so adopting, and the individual so adopting and such individual's ancestors shall for all purposes herein be deemed to be lineal ancestors of such adopted individual.

"Losses" means the excess of all expenses of the Company over all income of the Company (including, without limitation, the amount of any losses recognized by the Company on the sale or other disposition of Property) during a Fiscal Year, all as determined in accordance with the method of accounting utilized by the Company for federal income tax purposes.

"Majority of Class A Members" means Class A Members holding more than fifty percent (50%) of the Percentage Interests owned by all Class A Members.

"Manager" or "Managers" means the Persons elected or designated as provided in this Agreement. A Manager need not be a Member of the Company.

"Member," individually, or "Members," collectively, shall mean, those persons set forth on Schedule A attached hereto as Schedule A may hereafter be amended, together with any additional Members admitted pursuant to the provisions of this Agreement.

"Membership Interest" means each Member's interest in the Company, including Financial Rights, Governance Rights or both.

"Organizational Documents" means either or both of the Articles and this Agreement.

"Percentage Interest" means, with respect to each Member or Holder, the percentage determined by dividing the Units of both classes owned by such Member or Holder by the total number of Units of both classes that are issued and outstanding as of the date of any calculation. The Percentage Interest of each Member as of the date of this Agreement is set forth on Schedule A.

"Person" means any individual, sole proprietorship, partnership, joint venture, limited liability company, limited liability partnership, trust, estate, unincorporated organization, association, corporation, institution or other entity.

"Profits" means the excess of all income of the Company over all expenses of the Company (including, without limitation, the amount of any gains recognized by the Company on the sale or other disposition of Property) during a Fiscal Year, all as determined in accordance with the method of accounting utilized by the Company for federal income tax purposes.

"Substituted Member" means a Person that is admitted as a Member to the Company pursuant to Section 3.5.

"Transfer" means to sell, transfer, assign, pledge, hypothecate, mortgage or otherwise dispose of an Interest in the Company, whether voluntarily or by operation of law.

"Treasury Regulations" means those regulations promulgated by the United States Treasury Department under the Code, as such regulations may be amended from time to time (including, without limitation, corresponding provisions of succeeding regulations).

"Unit" means a Membership Interest in the Company representing a fractional part of the Membership Interests in the Company and shall include Class A Units and Class B Units. The Units owned by each Member shall be recorded on Schedule A. A Member may hold Units in more than one Class. The Managers shall amend Schedule A as appropriate.

ARTICLE 2
GENERAL PROVISIONS

2.1 Formation. The Company has been organized as a limited liability company by the filing of the Articles pursuant to the Act with the Secretary of State for the State of Florida.

2.2 Adoption. The parties to this Agreement hereby adopt this Agreement as the operating agreement for the Company pursuant to the Act. This Agreement amends and restates in its or their entirety all prior operating agreements of the Company.

2.3 Name. The name of the Company shall be "IMG Holdings, LLC" or such other name as may from time to time be selected by the Managers. The Company may adopt and conduct its business under such assumed or trade names as the Managers select in their sole discretion.

2.4 Business. The business of the Company shall be to own, lease and operate waste management and recycling businesses, either directly or through one or more subsidiaries, and to engage in all activities determined by the Managers to be necessary, proper, convenient or advisable in connection with such business. The Company may also engage in any other activities that the Class A Members unanimously deem advisable.

2.5 Principal Office. The principal place of business of the Company shall be located at 460 NW 52nd Avenue, Ocala, Florida 34482, or such other location as the Managers may determine from time to time.

2.6 Term. The term of the Company shall continue in perpetuity unless sooner dissolved and terminated as provided in this Agreement.

2.7 Ownership of Company Property. All property acquired by the Company, real or personal, tangible or intangible, shall be owned by the Company as an entity, and no Member shall have any individual ownership interest therein. Each Member expressly waives the right to require partition of any Company property.

2.8 Registered Office Registered Agent; Principal Office; Other Offices. The registered office of the Company shall be in the office of the registered agent named in the current Annual Report filed by the Company from time to time with the State of Florida.

2.9 No Election Out of Subchapter K. The Members and Holders intend that the Company be treated as a partnership for federal income tax purposes. No election shall be made by the Company or any Member or Holder to be excluded from the application of the provisions of Subchapter K of the Code. Notwithstanding the foregoing, the Members and Holders do not intend that the Company be a partnership or joint venture for state law purposes or for any purpose other than federal, state and local tax purposes.

ARTICLE 3
CAPITAL; ADDITIONAL MEMBERS

3.1 Authorized and Issued Capital. A total of 100 units of Class A Units and a total of 100 units of Class B Units are authorized to be issued by the Company. However, the total of all Units of both Classes issued and outstanding at any one time shall not exceed 100 so that the total of all Percentage Interests at any one time shall always equal 100%. Fractional Units of either Class may be issued. Additional Units of either Class may be issued as compensation or for such other consideration as the Class A Members shall unanimously determine in their sole discretion. The Class A Members may, in their sole discretion, by unanimous consent authorize the conversion of one Class of Unit to another Class or Unit or the redemption of any Class of Unit for such consideration as they deem appropriate. The Managers may issue certificates to each Member setting forth the number of units owned by such Member.

3.2 Initial Capital Contributions. Each Member has contributed to the capital of the Company such amounts as are set forth on the books and records of the Company.

3.3 Additional Capital Contributions. No additional Capital Contribution or assessment shall be required of any Member or Holder without the unanimous written consent of the Class A Members. No Member may make any additional Capital Contribution to the Company except with the unanimous approval of the Class A Members. There is no negative Capital Account make-up required either during the existence of the Company or at the dissolution and termination of the Company.

3.4 Capital Call.

(a) The Class A Members may by unanimous vote require all Members to make one or more additional Capital Contributions to the Company in proportion to their Percentage Interests (a "Capital Call"). A Capital Call shall be made in writing to all Members and shall state the date on which the additional capital shall be contributed, which date shall not be less than sixty (60) days after the date of the notice. Neither a Capital Call nor the exercise of any of the remedies

set forth in Section 3.4(b) below shall adjust the Members' respective Percentage Interests unless the remedy set forth in Section 3.4(b)(i)(A) is exercised.

(b) If a Member does not timely contribute capital pursuant to a Capital Call, the Managers shall send the defaulting Member written notice of such default, giving the defaulting Member fourteen (14) days from the date such notice to contribute the entire amount of its required Capital Contribution. If the defaulting Member does not contribute its required capital to the Company within such fourteen (14)-day period, then the Managers shall notify the non-defaulting Class A Members that the non-defaulting Class A Members may elect (by the affirmative vote of a Majority of the non-defaulting Class A Members) any one or more of the following remedies:

(i) The non-defaulting Class A Members may advance funds to the Company pro rata (based on the ratio each non-defaulting Class A Member's Percentage Interest bears to the sum of the Percentage Interests of all non-defaulting Class A Members electing to contribute the shortfall capital) to cover those amounts that the defaulting Member fails to contribute. If any Class A Member chooses not to so contribute, the non-defaulting Class A Members who elect to contribute shall have the option but not the obligation to contribute pro rata the portion of the additional capital not agreed to be contributed by non-defaulting Class A Member. Amounts which the non-defaulting Class A Members so advance (each, a "Lending Member") shall be treated as a loan ("Loan") due and owing from the defaulting Member to such Lending Member. The Loan shall be evidenced by a promissory note ("Note") bearing interest at eight percent (8%) per annum, payable monthly, with all principal and interest due in full one (1) year from the date the Loan is made. While a Note remains unpaid (including accrued interest thereon), all Distributions otherwise distributable to the defaulting Member under this Agreement shall instead be paid to the Lending Member. Each defaulting Member grants to the Lending Member(s) a security interest in its Membership Interests to secure its obligation to repay the Note and agrees to execute and deliver a security agreement and such UCC-1 financing statements and assignments of Membership Interest as the Lending Member(s) may reasonably request.

(A) If a Note is not paid when due, the Lending Member(s) may exercise its remedies under the security agreement by notifying the Managers in writing of such exercise in which event the Managers shall revise the books and records of the Company and the Percentage Interests of the Members to reflect the transfer of the defaulting Member's pledged Membership Interest to the Lending Member(s).

(B) The defaulting Member shall lose his voting and approval rights, if any, under the Act and the Organizational Documents until such time as the defaulting Member cures the default.

(C) Each Member acknowledges and agrees that (i) a default by any Member in making a required Capital Contribution will result in the Company and the non-defaulting Members incurring certain costs and other damages in an amount that would be extremely difficult or impractical to ascertain the remedies described in this Section 3.3 bear a reasonable relationship to the damages which may be suffered by the Company and the non-defaulting Members by reason of the failure of a defaulting Member to make any required Capital Contribution and that the election of any or all of the above described remedies is not unreasonable under the circumstances existing as of the date hereof.

(D) The election of the Lending Members to pursue any remedy provided in this Section 3.4(b)(i) shall not be a waiver or limitation of the right to pursue an additional or different remedy available hereunder or at law or equity with respect to any subsequent default. Any Lending Member may decline to exercise the remedies provided in Section 3.4(b)(i) without affecting any other Lending Member's right to exercise its rights under Section 3.4(b)(i).

(ii) If any amounts required to be funded under a Capital Call are not provided through the mechanism described in Section 3.4(b)(i), then the non-defaulting Class A Members may loan such needed funds directly to the Company. Any such loan shall bear interest at the rate of 12% per annum and shall have priority over Distributions to the Members.

3.5 Return of Capital Contributions. Except as expressly provided in this Agreement, no Member or Holder will have the right to the return of its Capital Contribution or to receive interest on its Capital Account.

3.6 Capital Accounts. A separate Capital Account shall be established for each Member and maintained in accordance with the provisions of Schedule B attached hereto.

3.7 Additional Members. The Managers, with the unanimous approval of the Class A Members, may cause the Company to admit one or more Persons as additional Members. The terms of any such additional Member's admission, including such Person's Capital Contributions and Percentage Interest, shall be determined by the Managers and approved by a unanimous consent of the Class A Members. No Person shall be admitted as an additional Member without executing and delivering to the Company a counterpart of this Agreement. The Managers shall promptly amend Schedule A to reflect the admission of the new Member when all conditions of this Agreement have been met.

ARTICLE 4
ALLOCATIONS OF PROFITS AND LOSSES

4.1 Participation in Profits and Losses Subject to the provisions of Schedule B, Profits and Losses shall be allocated to the Members and Holders in accordance with their Percentage Interests.

4.2 Allocations with Respect to Transferred Interests.

(a) If any Membership Interest or Financial Interest in the Company is Transferred, or is increased or decreased by reason of the admission of a new Member or otherwise during any Fiscal Year of the Company, Profits or Losses and any other item of income, gain, loss, deduction or credit of the Company for such Fiscal Year shall be allocated among the Members and Holders in accordance with their respective Percentage Interests which they had from time to time during such Fiscal Year in accordance with Code Section 706. Such allocation shall be made using the "closing of the books" method unless the Manager determines to use the pro rata method or other method permitted by Treasury Regulations.

(b) For convenience in accounting, the Company may, to the extent permitted by law, treat a Transfer of, or an increase or decrease in, a Membership Interest or Financial Interest in the Company that occurs at any time during a month (commencing with the month including the date of this Agreement) as having been consummated on the first day of that month, regardless of when during that month the transfer, increase or decrease actually occurs, or adopt such convention as the Managers may lawfully select.

ARTICLE 5
DISTRIBUTIONS

5.1 Distributions of Cash Flow. Cash Flow shall be distributed, in such amounts and at such times, as the Managers may determine. The Managers shall be under a fiduciary duty to the Members and Holders in making such decision. Other than in liquidation of the Company, Cash Flow shall be distributed to the Members in accordance with their respective Percentage Interests. Pursuant to Section 3.4(b)(i), any Distribution that would otherwise be payable to a defaulting Member shall instead be payable to the Lending Member.

5.2 Amounts Withheld. All amounts withheld pursuant to the Code or any provision of any state or local tax law with respect to any payment or Distribution to the Members or Holders shall be treated as amounts distributed to the Members and Holders pursuant to this Article 5 for all purposes under this Agreement. The Members and Holders may allocate any such amounts among themselves in any manner that is in accordance with applicable law.

5.3 In-Kind Distributions. Neither a Member nor a Holder (i) has a right to demand or receive a payment in kind regardless of the contribution to the Company of the Member or Holder nor (ii) may be compelled to accept a Distribution of any asset in kind from the Company to the extent that the percentage of the asset distributed to the Member or Holder exceeds the Member or Holder's Percentage Interest.

5.4 Tax Distributions. Subject to restrictions set forth in any loan agreement affecting the Company, the Managers shall use reasonable efforts to cause the Company to distribute an aggregate amount of cash sufficient to enable each Member to pay the Member's increased Federal and state income taxes on the Member's distributive share of the Company's taxable income for the year ("Tax Distributions"). To the extent the Company has sufficient cash, the Managers shall attempt to make Tax Distributions within fifteen (15) days after the end of each calendar quarter.

5.5 Record Date for Distributions. Unless the Managers specify a prospective date, the record date for determining the identity of the Members and Holders entitled to receive payment of any Distribution shall be the date on which the Managers declare such Distribution.

ARTICLE 6
MANAGEMENT OF THE COMPANY

6.1 Management of the Company. Subject to Section 6.2 hereof, the Company shall be managed solely by the Managers. If more than one Manager is designated at any time, the authority to govern shall be exercised by majority vote of the Managers. John A. Paglia, Jr. and Michael D. Paglia are designated as the Managers. Notwithstanding the foregoing, either Manager

shall be authorized to sign documents on behalf of the Company and otherwise to bind the Company, and every contract, agreement, deed, lease, promissory note, or other instrument or document executed by a Manager shall be conclusive evidence in favor of any and every person relying thereof or claiming thereunder that (i) at the time of execution or delivery thereof, the Company was in full force and effect, (ii) such instrument or document was duly executed in accordance with the terms and provisions of this Agreement and is binding upon the Company and all of its Members, and (iii) the Manager was duly authorized and empowered to execute and deliver any and every such instrument or document for and on behalf of the Company.

6.2 General Powers. Except for situations in which the approval of the Class A Members or other Persons is expressly required by this Agreement or by nonwaivable provisions of the Act, the Managers shall have full and complete authority, power, and discretion to manage and control the business, affairs, and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. No Member shall have any power or authority to bind the Company unless the Member has been authorized in writing by the Managers to act as Officer or agent of the Company.

6.3 Limitations on Authority. The Managers shall not have authority to cause the Company to engage in the following actions (each, a "Major Decision") without first obtaining the unanimous consent of the Class A Members:

(a) admitting additional Members;

(b) amending or restating this Agreement, except that the Managers shall have the authority to amend or restate this Agreement without approval of the Class A Members (i) to cure an ambiguity or to correct or supplement any provision of this Agreement which may be defective or inconsistent with any other provisions of this Agreement; and (ii) to cause the provisions of this Agreement to comply with any applicable legislation, regulation or rule enacted or promulgated;

(c) converting or redeeming any Unit;

(d) authorizing the creation of any different Class of Membership Interest or changing the rights and preferences of any Member other than as set forth in this Agreement;

(e) substantially changing the nature of the Company's business;

(f) except as otherwise provided in Section 6.4 below, removing or appointing any new or additional Manager; or

(g) dissolving, merging or liquidating the Company.

6.4 Removal, Appointment and Replacement of Managers. Each Manager shall serve until his or her successor shall be duly elected in accordance with this Section 6.4. A Manager may not be removed except by the unanimous vote of the Class A Members; provided, however, a Manager who is also a Class A Member, may be removed for Cause by the vote of the other

Class A Members. Cause exists if the Manager has engaged in fraud, gross negligence, willful misconduct, or an intentional breach of this Agreement or is Disabled. If for any reason, including removal, there is no Person serving as Manager, then a successor Manager or Managers shall be appointed by vote of a Majority of Class A Members.

6.5 Liability of the Managers. To the fullest extent provided by law, no Manager and none of such Manager's agents, partners, employees, counsel or affiliates shall be liable, responsible or accountable in damages or otherwise to the Company or any Member for any action taken or the failure to act regarding the management and or policy of the Company.

6.6 Duties of the Managers. The Managers shall take all actions that may be reasonably necessary or appropriate for the conduct of the Company's business in accordance with the provisions of this Agreement and applicable laws and regulations. The Managers shall act at all times in good faith and in such manner as may be required to protect and promote the interest of the Company, each other, and the Members. Each Manager shall be required to devote such time to the affairs of the Company as may be necessary to manage and operate the Company.

6.7 Officers; Authority to Act for the Company. The Company is not required to have, but the Managers may designate, one or more individuals (who may or may not be Managers) to serve as officers of the Company (an "Officer"). Each Officer shall have the authority to act for and bind the Company, including with respect to the execution and delivery of any document or instrument on behalf of the Company, to the extent, and only to the extent, that the act has been authorized in accordance with the terms and provisions of this Agreement. An Officer is subject to the standard of conduct set forth in the Act. The Managers hereby appoint John A. Paglia as Chairman and Michael D. Paglia as Co-Chairman of the Company. The Managers hereby appoint John A. Paglia III as the President of the Company to assist with the day-to-day management of the Company and to perform such roles and duties as determined by the Managers.

6.8 Meetings of Managers. The Managers may hold meetings in such place or places inside or outside the State of Florida as they shall determine from time to time. The Managers may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation shall constitute presence in person at such meeting. Any action required or permitted to be taken at any meeting of the Managers may be taken without a meeting if all Managers consent thereto in writing.

6.9 Indemnification. The Company shall indemnify and hold harmless, to the fullest extent permitted by law, each Member, Manager and Officer (individually, an "Indemnified Party"), as follows:

(a) The Company shall indemnify and hold harmless, to the fullest extent permitted by law, any Indemnified Party from and against any and all losses, claims, damages, liabilities, expenses (including reasonable legal fees and expenses), judgments, fines, settlements and other amounts ("Indemnified Costs") arising from all claims, demands, actions, suits or proceedings ("Actions"), whether civil, criminal, administrative or investigative, in which the Indemnified Party may be involved, or threatened to be involved, as a party or otherwise arising as a result of such Person's status as a Member, Manager or Officer regardless of whether the

Indemnified Party continues in such capacity at the time any such liability or expense is paid or incurred, and regardless of whether any such Action is brought by a third party, a Member, or by or in the right of the Company; provided, however, that, no Indemnified Party shall be indemnified hereunder for any Indemnified Costs that proximately result from such Person's gross negligence, willful misconduct, material breach of this Agreement, or where indemnification is otherwise prohibited under the Act.

(b) The Managers may cause the Company to purchase and maintain insurance or other arrangements on behalf of the Indemnified Parties and/or the Company against any liability asserted against any Indemnified Party arising out of the Indemnified Party's status in such capacity regardless of whether the Company would have the power to indemnify the Indemnified Party against that liability under this Section 6.9. This indemnification shall be in addition to any other rights to which the Indemnified Parties may be entitled under any agreement, as a matter of law, or otherwise, and shall inure to the benefit of the heirs, successors, assigns and administrators of the Indemnified Parties. An Indemnified Party shall not be denied indemnification in whole or in part under this Section 6.9 because the Indemnified Party had an interest in the transaction with respect to which the indemnification applies if the transaction was otherwise permitted by the terms of this Agreement.

(c) If this Section 6.9 or any portion hereof is invalidated on any ground by any court of competent jurisdiction, then the Company nevertheless shall indemnify each Indemnified Party as to any liability incurred or other amounts paid with respect to any proceeding, including, without limitation, a grand jury proceeding and any proceeding by or in the right of the Company, to the fullest extent permitted by any applicable portion of this Section 6.9 that shall not have been invalidated by the Act or by any other applicable law.

6.10 Compensation of Managers and Officers. No Manager or Officer shall be entitled to compensation for its services in such capacity except pursuant to a written agreement approved by all of the Class A Members. The Company shall reimburse each Manager and Officer for all out-of-pocket expenses reasonably incurred by such person in his or her capacity as a Manager or Officer.

ARTICLE 7
MEMBERS

7.1 Limitation on Authority and Liability of Members. No Member is an agent of the Company, and no Member has authority to act for the Company. Any Member who takes any action or binds the Company shall be solely responsible for any loss and expense incurred by the Company as a result of the unauthorized action and shall indemnify and hold the Company harmless with respect to any loss or expense occasioned by such action. No Member shall be personally liable for any obligations of the Company, and, except as otherwise provided in Section 3.3, will have no obligation to make Capital Contributions to the Company.

7.2 Voting Rights. The Class A Members shall have the right to vote on the matters specifically reserved for Class A Member approval or consent as set forth in this Agreement in accordance with their respective Percentage Interests allocated to their Class A Units. Unless otherwise specifically provided to the contrary herein, the consent or approval of the Class A

Members shall require only the approval of a Majority of Class A Members. The Class B Members shall have no rights to vote on Company matters under the terms of this Agreement. Except as otherwise provided in this Agreement, a Holder of Financial Rights that is not a Member does not have a right to vote by reason of or with respect to such Financial Rights.

7.3 Meetings. No annual meeting of Members is required. A meeting of the Members may be called at any time by the Managers or by the vote of a Majority of Class A Members. Regardless of who calls the meeting, notice of the meeting must be given no fewer than ten (10) days nor more than two (2) months before the meeting date. The notice must contain the date and, time and place of the meeting, and it must contain a statement of the purposes of the meeting along with any other information required by the Act. Unless a Majority of Class A Members agree to holding a meeting at another place, all meetings of the Members shall be held at the principal executive office of the Company. A conference among Members by any means of communication through which the participants may simultaneously speak to and hear each other during the conference constitutes attendance at the meeting in person or by proxy if all other requirements for a meeting are met. The Members may waive the notice requirements of this Section 7.3 either before, at or after the meeting.

7.4 Action Without a Meeting. Any action required or permitted to be taken at a meeting of the Members or Holders may be taken without a meeting. The affirmative vote of the aggregate Percentage Interests of the Class A Members or Holders entitled to vote on a matter or action that would be necessary to authorize or take action at a meeting of Members is the act of the Members or Holders without a meeting. The written consent or consents shall be included by the Managers in the minutes or filed with the Company's records reflecting the action taken. Action taken by written consent is effective when the last Person signs the consent, unless the consent specifies a different effective date. Action may be taken on written consent without the consent of all Members, but no such action on written consent may be taken by the Members unless Notice of the action to be taken is given to the Members prior to the execution of the action on written consent. Failure to give Notice shall render such action void.

7.5 Confidentiality; Other Interests. Without the consent of all Class A Members, no Member, Manager or Officer of the Company may, while such person is a Member, Manager or Officer and for a period of three (3) years thereafter, directly or indirectly, own an interest in, or participate in the management or operation of, any entity engaged in a business within the State of Florida that is substantially similar to that conducted by the Company as of the date that this provision is to be tested. The foregoing restriction shall not apply to ownership of any entity that is publicly traded on a securities exchange. Each Member, Manager, and Officer agrees to keep confidential and not disclose to others without the prior approval of the Managers any confidential information of the Company except as may be required by a court of competent authority or as necessary to disclose to attorneys, accountants and other advisors for income tax purposes.

7.6 Proxy. A Class A Member may appoint a proxy to vote or otherwise act for him or her pursuant to a written appointment form executed by the Class A Member or the Class A Member's duly authorized attorney-in-fact. An appointment of a proxy is effective when received by the Managers and is valid for 12 months unless otherwise expressly stated in the appointment form.

ARTICLE 8
ASSIGNMENTS AND TRANSFERS

8.1 Restriction on Assignment. No Member, and if applicable, Holder, shall assign his Membership Interest, Financial Rights, or Governance Rights except as expressly permitted in this Article 8. Any attempted assignment of any portion of a Membership Interest, Financial Rights or Governance Rights that does not comply with this Article 8 shall be null and void and have no effect, and the Company shall be under no obligation whatsoever to recognize any such assignment. For purposes of this Article 8, the words "assign" or "assignment" when used in this context shall mean and include any transfer, assignment, alienation, sale, hypothecation, encumbrance, gift of, or any other disposition, whether voluntarily or by operation of law.

8.2 Restrictions on the Assignments of Financial Rights. Except as provided in this Section 8.2, no Member or Holder may assign his, her or its Financial Rights without the unanimous written consent of all Class A Members. A Member may assign Financial Rights to a Member or any Immediate Family Member without restriction. If an estate or a trust is a Member or Holder, its Financial Rights may be assigned to another Member or an Immediate Family Member without restriction. No Member or Holder may assign his, her or its Financial Rights to a Person who is not a Member or an Immediate Family Member except in compliance with this Agreement and this Article 8. The Company shall not recognize any assignment in contravention of this Section 8.2, and the assignee shall not be entitled to the rights and privileges of a Member.

8.3 Restrictions on Assignments of Membership Interest or Governance Rights. Except as otherwise provided in Section 8.4 below, no Member may assign his, her or its entire Membership Interest or Governance Rights to a non-Member without the unanimous written consent of all Class A Members.

8.4 Right of First Offer. If any Class A Member desires to sell or assign ("Transfer") all or any part of his Class A Units, or the Governance Rights associated therewith (the "Offered Units"), to any other Person other than an existing Class A Member, such Member (the "Transferring Member") shall notify the other Class A Members in writing of such desire. The other Class A Members shall have thirty (30) days after receipt of such written notice to notify the Transferring Member in writing (the "Acceptance Notice") of his or her intention to purchase a pro rata share of the Offered Units for the Purchase Price (hereafter defined). The purchase price (the "Purchase Price") for the Offered Units to be purchased (the "Purchased Units") shall be equal to the Percentage Interest allocable to the Purchased Units multiplied by the fair market value of the Company ("Fair Market Value") as of the date of the Acceptance Notice. The Fair Market Value shall be an amount determined by multiplying six (6) times the trailing twelve month EBITDA of the Company, less liabilities of the company (other than current accounts payable and amounts due within 12 months of the determination date), plus the value of real estate owned by the Company. The value of the Company's real estate shall be determined by a qualified appraiser of Florida real property selected by the Transferring Member and the purchasing Class A Member(s). If such Members are unable to agree on the selection of an appraiser, each shall select a qualified appraiser, and the two selected appraisers shall select a third appraiser who shall perform the appraisal and whose determination shall be binding on the parties. The cost of determining the Fair Market Value of the Company shall be shared equally by the Transferring Member and the purchasing Class A Members. The closing for the Purchased Units shall take

place within thirty (30) days after the Purchase Price is finally determined. At the closing, each purchasing Class A Member shall pay 10% of the Purchase Price for the portion of the Offered Units being purchased by such Class A Member in immediately available funds with the balance of the Purchase Price to be evidenced by a promissory note executed by the purchasing Class A Member and his spouse, bearing interest at a per annum rate which is one percent (1%) greater than the then Applicable Federal Rate (as determined under the Code), and payable in equal monthly payments of principal and interest over a term of ten (10) years or such shorter period as the purchasing Class A Members shall agree. If the non-Transferring Member(s) do not notify the Transferring Member of their intention to purchase all of the Offered Units within the 30-day period, the Transferring Member shall be free to Transfer the remainder of such Offered Units, at any time within sixty (60) days after the expiration of the 30-day period to a Person who, upon closing the purchase, shall be deemed approved as a substituted Class A Member of the Company and, upon satisfying the conditions of Section 8.6 (b), (c) and (d), shall be admitted as a substituted Class A Member. If the Offered Units are not sold in accordance with the terms of this Section 8.4, the Offered Units shall again become subject to all of the conditions and restrictions of this Section 8.4.

8.5 Death or Disability of a Class A Member. The termination of a Member's Membership Interest in the Company, by death or otherwise, shall not cause the dissolution of the Company. Upon the death or Disability of a Class A Member (the "Withdrawn Member"), the guardian or personal representative of the Withdrawn Member shall have all rights of the Withdrawn Member with respect to the Class A Units owned by the Withdrawn Member as of the date of death or determination of Disability. After the administration of the estate of a Withdrawn Member is concluded, upon compliance with the requirements of Section 8.6 (b), (c) and (d) below, the beneficiaries of the Class A Units under such estate shall become Substituted Members with respect to the Class A Units previously owned by the Withdrawn Member. Provided, however, if Michael D. Paglia is the Withdrawn Member, any remaining Class A Member who is John A Paglia, Jr. or one of his lineal descendants shall have an option to buy (the "Purchase Option") all of the Class A Units owned by Michael D. Paglia at the time of his death or determination of Disability in such proportion as they shall agree among themselves for a Purchase Price and on payment terms determined in accordance with Section 8.4 above. This Purchase Option may be exercised by thirty (30) days' advance written notice to the guardian, personal representative, or heirs of Michael D. Paglia's Class A Units, as appropriate, at any time after the death or determination of Disability of Michael D. Paglia. If applicable, the Managers shall amend the Organizational Documents to reflect the changes resulting from any death or Disability.

8.6 Admission of Substituted Member. A Person shall not be admitted as a Substituted Member until all of the following requirements have been met:

(a) The written approval of all Class A Members is obtained;

(b) The Person elects to become a Substituted Member by delivering a written notice of such election to the Managers;

(c) The Person executes and acknowledges such other instruments as the Managers may deem necessary or advisable to effect the admission of such Person; and

(d) The Person pays a transfer fee to cover all reasonable expenses connected with the admission of such Person as a Substituted Member, unless such fee is waived by the unanimous consent of all Class A Members.

Upon satisfaction of the above requirements, the Managers will take all steps that are reasonable and necessary to admit such Person as a Substituted Member, including an amendment to the Organizational Documents, with such admission to be effective no later than sixty (60) days after approval.

8.7. Drag-Along Rights. If all of the Class A Members agree to sell all of their Membership Interests to a Person other than an affiliate or Immediate Family Member of a Class A Member, then at the request of the Class A Members, each Class B Member agrees to include in such sale all of their respective Membership Interests. If the Class A Members exercise the option under this Section 8.7, then the sale of the Membership Interests of each of the Class B Members shall be for the same type of consideration and on the same terms and conditions to which the Class A Members have agreed with such transferee except that the Class B Units shall be subject to a reasonable discount for lack of control. For purposes of the preceding sentence, "consideration" shall include any and all property received or to be received by the Class A Members as a result of a transfer of their Class A Units. including, but not limited to, cash, notes, securities, and any other property, and excluding any consideration to be received by the Class A Members that is not specifically attributable to their Membership Interests such as reasonable compensation to be paid to any Class A Member for services to be actually performed by such Class a Member after the sale.

The Class A Members may exercise the option under this Section 8.7 by delivery to the Class B Members of written notice (the "Inclusion Notice") of any sale to be made pursuant to this Section 8.7, which notice shall set forth the consideration to be paid by the purchaser of the Class A Units and the other terms and conditions of such transaction, including the terms of agreement to be entered into by any Class A Member as a result of such transaction that will not be entered into by the Class B Members. If, within 180 days after the date of the Inclusion Notice, no transfer of Class A Units has been completed in accordance with the provisions of this Section 8.7, the option of the Class A Members to include the Membership Interests of the Class B Members other Interest Holders for the offer specified in the Inclusion Notice shall expire, and the Class B Members shall again be subject to the option of the Class A Members set forth in this Section 8.7.

ARTICLE 9
ACCOUNTS

9.1 Books. The Managers shall maintain or cause to be maintained complete and accurate books of account of the Company's affairs at the Company's principal office, including a list of the names and addresses of all Members and the aggregate Capital Contributions of each Member. Each Member shall have the right to inspect the Company's books and records at any reasonable time upon advance written request to the Managers.

9.2 Reports. Returns and Audits. The Managers will make available to each Member:

(a) within 120 days after the end of each Fiscal Year, unless the tax returns are extended in such case by such the date of such extension, an Internal Revenue Service Schedule K-1 with respect to such Member; and

(b) within 120 days after the end of each Fiscal Year, a consolidated balance sheet of the Company as at the end of such Fiscal Year and statements of income and cash flow of the Company for such Fiscal Year.

9.3 Method of Accounting. The books and accounts of the Company shall be maintained for both financial reporting and tax purposes using the accrual method of accounting unless otherwise changed by the Managers.

9.4 Bank Accounts. All funds of the Company will be deposited in its name in an account or accounts maintained with such bank or banks selected by the Managers. The funds of the Company will not be commingled with the funds of any other Person.

ARTICLE 10
DISSOLUTION OF THE COMPANY

10.1 Dissolution. Subject to the Act, the Company shall dissolve and commence winding up its affairs upon the unanimous written consent of the Class A Members.

10.2 Dissolution and Winding Up the Affairs. Upon dissolution of the Company, the Managers shall be responsible for overseeing the winding up, liquidation and termination of the Company and shall prepare and file all instruments or documents required by law to be filed to reflect the dissolution and termination of the Company; and, after paying or providing for the payment of all liabilities and obligations of the Company, shall sell or distribute the assets of the Company as provided by the terms of this Agreement. If there shall be no Manager, a Majority of Class A Members shall elect a Person to wind up the affairs of the Company.

10.3 Distribution Upon Dissolution. Upon dissolution of the Company, the Company shall either distribute its assets or sell its assets and distribute the proceeds. The proceeds of such sale or the assets of the Company shall be allocated as set forth below:

(a) First, to all creditors, including Members and Holders of Financial Rights who are creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provisions for payment thereof) other than liabilities for which reasonable provision for payment has been made and liabilities for Distributions to Members and Holders of Financial Rights;

(b) Second, to establish such reserves for unknown or contingent liabilities, including without limitation reserves for environmental matters as the Managers may determine;

(c) Third, to each of the Members and Holders of Financial Rights an amount equal to his positive Capital Account balance as of the date of dissolution, after giving effect to the allocation of all Profits or Losses realized upon dissolution or, in the event assets are to be distributed in kind, which would be realized if such were assets then sold; and

(d) Fourth, to each of the members and Holders of Financial Rights an amount equal to the remaining assets in proportion to their respective Percentage Interest. In the event any assets are to be distributed in kind, then, in such event, such assets shall be distributed in an amount equal to the amount which would be realized if such assets were then sold.

Notwithstanding the foregoing, if the Managers determine that an immediate sale of (or distribution in kind of) part or all of the Company's assets would result in undue loss, or it would otherwise be materially beneficial to continue to hold such assets, then, in order to avoid such loss or to obtain such material benefit, and to the extent not then prohibited by applicable law, the liquidation and winding up of the Company may be temporarily deferred or such time as is reasonable.

10.4 Filing of Articles of Termination. Upon the completion of the winding up of the affairs of the Company, the Managers shall promptly file Articles of Termination with the office of the Florida Secretary of State.

10.5 Liability for Return of Capital Contributions. Each Member, by its execution of this Agreement, agrees that liability for the return of its Capital Contribution is limited to the Company's assets and, in the event of an insufficiency of such assets to return the amount of its Capital Contribution, hereby waives any and all claims whatsoever, including any claim for additional contributions that it might otherwise have, against the Company or any of its agents or representatives (in each case in the absence of conviction of fraud or willful misconduct and a judicial determination that such insufficiency was caused by such fraud or willful misconduct) by reason thereof. Each Member shall look solely to the assets of the Company for all distributions with respect to the Company and its Capital Contribution thereto, and shall have no recourse therefor (upon dissolution or otherwise) against the Company or any of its agents or representatives.

10.6 Resignation or Withdrawal of a Member. No Member or Holder has any right or power to resign or otherwise withdraw from the Company for any reason.

ARTICLE 11
MISCELLANEOUS

11.1 Notices. All notices, requests, demands, claims and other communications hereunder shall be in writing and shall be deemed duly given or made (a) when personally delivered to the intended recipient (or an officer of the intended recipient) or when sent by telecopy or facsimile followed by the mailing of a copy as set forth in clause (b) or (c) below; (b) on the business day after the date sent when sent by national recognized overnight courier service; or (c) four business days after it is sent by registered or certified mail, return receipt requested, postage prepaid if to the Company, to its address set forth in Section 2.5, and if to any Member, to the address set forth in Schedule A as the case may be. Any party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other parties notice in the manner herein set forth.

11.2 Amendments. This Agreement may be amended only with the written consent of all of the Class A Members. Notwithstanding Section 605.04073(2)(e) of the Act, no Class B

Member shall be required to consent to or execute an amendment of the Operating Agreement. The Managers shall send each Member a copy of any amendment adopted pursuant to this Section 11.2. The Managers may at any time restate Schedule A to reflect changes in Members or their respective addresses, Capital Contributions, Percentage Interests and Membership Interests.

11.3 Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and supersedes any prior agreement or understanding among the parties hereto with respect to the subject matter hereof.

11.4 Governing Law; Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida, without regard to principles of conflicts of law that would result in the application of laws of another jurisdiction. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement shall be brought against either of the parties exclusively in the courts of the State of Florida, County of Marion, or if it has or can acquire jurisdiction, in the United States District Court for the Middle District of Florida, Orlando Division, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

11.5 Specific Performance. Each Member agrees with the other Members that the other Members would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that monetary damages would not provide an adequate remedy in such event. Accordingly, it is agreed that, in addition to any other remedy to which the nonbreaching Members may be entitled, at law or in equity, the nonbreaching Members shall be entitled to injunctive relief to prevent breaches of the provisions of this Agreement and specifically to enforce the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having subject matter jurisdiction thereof.

11.6 Waiver of Jury Trial. The Managers and each Member irrevocably waives lo the extent permitted by law all rights to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

11.7 Remedies Cumulative. The remedies under this Agreement are cumulative and shall not exclude any other remedies to which any person may be lawfully entitled.

11.8 Attorney's Fees. In the event that any dispute between the Company and the Members or among the Members results in litigation or arbitration, the prevailing party in such dispute shall be entitled to recover from the other party all reasonable fees, costs and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorney fees and costs incurred in enforcing such judgment and an award of prejudgment interest from the date of the breach at the maximum rate of interest allowed by law. For the purposes of this Section 11.8: (a) attorney fees shall include, without limitation, fees incurred in the following: (1) post judgment motions; (2) contempt proceedings; (3) garnishment, levy, and debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation and (b) prevailing party shall mean the

party who is determined in the proceeding to have prevailed or who prevails by dismissal, default or otherwise.

11.9 Binding Effect. Except as otherwise provided herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns.

11.10 Construction of Agreement. In construing this Agreement, no consideration shall be given to the fact or presumption that any Member had a greater or lesser hand in the drafting of this Agreement. In the event of any conflict between the provisions of the Act and the provisions of the Articles or this Agreement, the Articles or Agreement shall control. In the event of a conflict between the terms of this Agreement and the terms of the Articles, the Articles shall prevail. To the extent that any express provisions in the Articles or in this Agreement are inconsistent with or in contradiction of any provisions of the Act that are, by provisions of the articles of organization and/or the operating agreement of a limited liability company, waivable or subject to alteration or modification under the Act, such provisions of the Act are hereby waived (rendered inapplicable), modified and altered to the extent necessary to give full effect to the express provisions of the Articles and this Agreement.

11.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original and all of which together shall constitute one instrument.

11.12 Separability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

11.13 Headings; Construction. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. Unless otherwise indicated, all references to "Section" or "Sections" refer to the corresponding Section of Sections of this Agreement. Unless otherwise provided, the word "including" does not limit the preceding words or terms.

11.14 Gender and Number. Whenever required by the context hereof, all pronouns and any variations thereof will be deemed to refer to the masculine, feminine and neuter, singular and plural.

11.15 No Third-Party Beneficiaries. Nothing in this Agreement is intended to, or will, create any rights to any party other than a party that is a signatory hereto or who becomes an Additional Member pursuant to Section 3.7 hereof.

11.16 Partnership Representative. Michael D. Paglia shall serve as the "Partnership Representative," as such term is defined in Section 6223 of the Code. If Michael D. Paglia is unable or unwilling to serve as Partnership Representative for any reason, a successor Partnership Representative shall be elected by a Majority of Class A Members. The Partnership Representative shall instruct the Company's tax return preparer to elect-out of the centralized partnership audit

regime each year on a timely-filed federal income tax return for the Company in accordance with Section 6221(b) of the Code and subject to other requirements and limitations that may apply. If a timely election is not effective with respect to any applicable tax year, each Member acknowledges that the Partnership Representative is empowered with the authority to exercise all rights granted to him or her under the Code in his discretion. Each Member hereby waives, releases, and agrees not to sue the Partnership Representative or any of the Partnership Representative's affiliates or agents for damages in respect of any claim in connection with, arising out of, or in any way related to, the Partnership Representative's duties under this Agreement, except for acts of gross negligence, willful misconduct, criminal misconduct, or fraud. The Company shall indemnify, hold harmless, and advance expenses to the Partnership Representative in respect of any and all claims, damages, liabilities, costs (including, without limitation, the costs of litigation and reasonable attorney's fees and expenses), and causes of action arising out of, resulting from, or attributable, in whole or in part, to the Partnership Representative's actions and decisions in her conduct as Partnership Representative for the Company, to the fullest extent allowed by applicable law, except in cases in which the Partnership Representative's conduct is finally determined by a court of competent jurisdiction to have constituted gross negligence, willful misconduct, criminal misconduct, or fraud.

11.17 Tax Consequences. The Members are aware of the income tax consequences of the tax allocations made under this Agreement and hereby agree to be bound by the provisions of this Agreement in reporting their share of the Company's Profit and Loss for federal income tax purposes. Each Member acknowledges that neither the Company, the Managers, the Members, nor the affiliates of any of them will be responsible or liable for the tax consequences to him or her of an investment in the Company.

11.18 Further Action. Each Member shall execute and deliver such papers, documents and instruments, and perform such acts as are necessary or appropriate to implement the terms hereof and the intent of the Members hereto.

[Signatures on the following page.]

The parties hereto have executed this Agreement as their act and deed. either directly or by an attorney-in-fact. to be effective as of the day and year first above written.

CLASS A MEMBERS:

The MDP Family Trust dated November 30, 2017

By: _____
Michael D. Paglia, as Trustee

_____
JohnA. Paglia, Jr.

CLASS B MEMBERS:

_____
Vivian McIntyre

_____
Diane M. Carrizzo

_____
Anthony Paglia

_____
Dominic Francis Carrizzo

_____
Christopher John Carrizzo

_____
John Anthony Paglia, III

_____
Vincent Michael Paglia

_____
Dianna Woodall

_____
Danielle M. Hartman

_____
Lauren N. Diamantas

_____
Marissa Lapshin

_____
Kristen Lynn Hinshaw

SCHEDULE A
MEMBERS, ISSUED UNITS, AND PERCENTAGE INTERESTS

MEMBER	PERCENTAGE INTEREST	ISSUED UNITS	ADDRESS
CLASS A:			
John A. Paglia, Jr.	45.457500%	45.4575	
Michael D. Paglia, as Trustee	45.457500%	45.4575	
CLASS B:			
John A. Paglia III	2.194000%	2.194	
Diane Carrizzo	1.850000%	1.850	
Vivian D. McIntyre	1.747000%	1.747	
Vincent Paglia	0.366000%	.366	
Christopher John Carrizzo	0.366000%	.366	
Dominic Carrizzo	0.366000%	.366	
Dianna Woodall	0.366000%	.366	
Kristen Hinshaw	0.366000%	.366	
Anthony M. Paglia	0.366000%	.366	
Lauren N. Diamantas	0.366000%	.366	
Danielle M. Hartman	0.366000%	.366	
Marissa Lapshin	0.366000%	.366	
TOTAL	**100.00%**	**100.00**	

SCHEDULE B
REGULATORY ALLOCATIONS

For purposes of this Schedule B, the following definitions shall be applicable.

"Adjusted Capital Account Deficit" means with respect to any Member or Holder, the deficit balance, if any, in such Member's or Holder's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(a) Credit to such Capital Account any amounts which such Member or Holder is obligated to restore or is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations Section 1.704-2(g)(1) and 1.704-2(i)(5); and

(b) Debit to such Capital Account the items described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"Company Minimum Gain" has the meaning assigned to it in Treasury Regulations Sections 1.704-2(b)(2) and 1.704-2(d).

"Depreciation" means for each Fiscal Year or other period, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such year or other period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction for such fiscal year or other period bears to such beginning adjusted tax basis. Notwithstanding the foregoing, if an asset has a zero basis for federal income tax purposes, depreciation shall be an amount in each month equal to such asset's Gross Asset Value divided by the number of months in such asset's cost recovery period as determined for federal income tax purposes.

"Gross Asset Value," means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Member or Holder of the Company shall be the gross fair market value of such asset, as determined by the contributing Member of the Company and the Manager;

(b) The Gross Asset Value of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Manager:

(i) Upon the acquisition of an additional interest in the Company by any new or existing Member or Holder in exchange for more than a *de minimis* capital contribution to the Company;

(ii) Upon the Distribution by the Company to a Member or Holder of more than a *de minimis* amount of property as consideration for an interest in the Company if the Manager reasonably determines that such an adjustment is necessary or appropriate to reflect the relative economic interest of the Members and Holders in the Company; and

(iii) Upon the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g);

(iv) The Gross Asset Value of any Company asset distributed to any Member or Holder shall be the gross fair market value of such asset on the date of Distribution as determined by the Member or Holder to whom the asset is distributed and the Manager on behalf of the Company; and

(v) The Gross Asset Value of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m) and in accordance with this Agreement; provided, however that Gross Asset Values shall not be adjusted pursuant to this subsection to the extent that the Manager determines that an adjustment pursuant to (ii) above is not necessary or appropriate in connection with the transaction that would otherwise result in an adjustment

(c) If the Gross Asset Value of an asset has been determined or adjusted pursuant to (a), (b) or (c) above, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Net Profits and Net Losses.

"Member Nonrecourse Deductions" means any Company deductions that would be Nonrecourse Deductions if they were not attributable to a loan made or guaranteed by a Member or Holder within the meaning of Treasury Regulations Section 1.704-2(i).

"Member Nonrecourse Debt Minimum Gain" shall have the meaning set forth in Treasury Regulations Section 1.704-2(i).

"Member Nonrecourse Debt" shall have the meaning set forth in Treasury Regulations Section 1.704-2(i)(2).

"Minimum Gain" shall have the meaning set forth in Treasury Regulations Section 1.704-2(d).

"Nonrecourse Deductions" has the meaning set forth in Treasury Regulations Section 1.704- 2(b)(1).

"Nonrecourse Liability" has the meaning set forth in Treasury Regulations Section 1.704-2(b)(3).

The following are the Regulatory Allocations to be made:

1. Losses: The Losses allocated pursuant to the Agreement shall not exceed the maximum amount of Net Losses that can be so allocated without causing any Member or Holder to have an Adjusted Capital Account Deficit at the end of any Fiscal Year. In the event some but not all of the Members or Holders would have Adjusted Capital Account Deficits as a consequence of an allocation of Net Losses pursuant to the general provisions of the Agreement, then the limitation set forth in this paragraph shall be applied on a Member by Member and Holder by Holder basis so as to allocate the maximum permissible Net Losses to each Member under Treasury Regulations Section 1.704-1(b)(2)(ii)(d). All Net Losses in excess of the limitations set forth in this paragraph shall be allocated as generally provided in the Agreement.

2. Special Allocations. The following special allocations shall be made in the following order:

(a) Minimum Gain Chargeback. Notwithstanding any other provision of the Agreement, if there is a net decrease in Company Minimum Gain during any Company Fiscal Year, each Member or Holder who would otherwise have an Adjusted Capital Account Deficit at the end of such year shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount and manner sufficient to eliminate such Adjusted Capital Account Deficit as quickly as possible. The items to be so allocated shall be determined in accordance with Treasury Regulations Section 1.704-2(g). This provision is intended to comply with the minimum gain chargeback requirement in such section of the regulations and shall be interpreted consistently therewith.

(b) Member Minimum Gain Chargeback. Except as otherwise provided in Treasury Regulations Section 1.704-2(i)(4), notwithstanding any other provision of the Agreement, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Company Fiscal Year, each Person who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(5), shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount equal to such Person's share of the net decrease in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member or Holder pursuant thereto. The items to be so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This provision is intended to comply with the minimum gain chargeback requirement in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) Qualified Income Offset. In the event any Member or Holder unexpectedly receives any adjustments, allocations, or Distributions described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6), items of Company income and gain shall be specially allocated to each such Member or Holder in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Adjusted Capital Account Deficit of such Member or Holder as quickly as possible, provided that an

allocation pursuant to this paragraph shall be made if and only to the extent that such Member or Holder would have an Adjusted Capital Account Deficit after all other allocations provided for in the Agreement have been tentatively made as if this paragraph were not in the Agreement.

(d) Gross Income Allocation. In the event any Member or Holder has a deficit Capital Account at the end of any Company Fiscal Year that is in excess of the sum of (i) the amount such Member or Holder is obligated to restore, (ii) the amount such Member or Holder is deemed to be obligated to restore pursuant to the penultimate sentence of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), and (iii) the amount such Member or Holder would be deemed obligated to restore if Member Nonrecourse Deductions were treated as Nonrecourse Deductions, each such Member or Holder shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this paragraph shall be made if and only to the extent that such Member or Holder would have a deficit Capital Account in excess of such sum after all other allocations provided for in the Agreement have been tentatively made as if paragraph and the Qualified Income Offset were not in the Agreement.

(e) Nonrecourse Deductions. Nonrecourse Deductions for any Fiscal Year or other period shall be specially allocated to the Members and Holders as set forth above.

(f) Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any Fiscal Year or other period shall be allocated to the Member or Holder who bears the risk of loss with respect to the loan to which such Member Nonrecourse Deductions are attributable in accordance with Treasury Regulations Section 1.704-2(i).

(g) Section 754 Adjustment. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members or Holders in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Regulations.

(h) Section 704(c). In accordance with Code Section 704(c) and the Treasury Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members or Holders so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial book value. In the event the book value of any Company asset is adjusted pursuant to this section of the Agreement, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its book value in the same.

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APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G23000149845

Fictitious Name to be Registered: FLORIDA EXPRESS WASTE & RECYCLING

Mailing Address of Business: P.O. BOX 5058
OCALA, FL 34478

Florida County of Principal Place of Business: MARION

FEI Number:

FILED
Dec 11, 2023
Secretary of State

Owner(s) of Fictitious Name:

FLORIDA EXPRESS ENVIRONMENTAL, LLC
460 NW 52ND AVENUE
OCALA, FL 34482 US
Florida Document Number: L01000004907
FEI Number: 59-3707853

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

MICHAEL D. PAGLIA — 12/11/2023

Electronic Signature(s) — Date

Certificate of Status Requested ( ) **Certified Copy Requested (X)**

Transferee Details

Part III – Personal Information
Fill out the following information for each applicant, including corporate or partnership applicants:

1. Transferee/Business Name Waste Connections - see their application that was submitted to Marion County
2. Transferee/Business Owner(s) _____
3. Contact Person, Local Manager (if different than applicant)
   _____
4. Address: _____
5. Mailing Address (if different) _____
6. Business Phone: _____ 7. Social Security: _____
8. Tax ID#: _____ 9. Date of Birth: _____
10. Any criminal convictions or charges to which the applicant has pled *nolo contendere*, no contest, adjudication of guilt withheld or any charge pending:

    ☐ **YES** ☐ **NO**

    If yes, explain: _____
    _____
    _____
    _____

Part IV – Transferee/Corporation/Partnership Information

List all experience in the garbage collection, removal or disposal business including:

1. Name of Business _____

Years of Operation _____

Location of Business _____

Has this business ever been revoked or suspended? **YES** ☐ **NO** ☐

If yes, explain: _____

_____

2. Name of Business

Years of Operation _____

Location of Business _____

Has this business ever been revoked or suspended? **YES** ☐ **NO** ☐

If yes, explain: _____

_____

If necessary, attach additional business information on a separate sheet.

Part V – Equipment List

	MAKE	MODEL	IDENTIFICATION #
1			
2			
3			
4			
5			

Attach separate sheet for additional equipment if needed.

If equipment is to be acquired contingent upon granting of the franchise, the applicant shall provide copies of the contracts and documentation showing the financial capability of the applicant and the source of the funds to complete the transaction. The number of customers shall also be provided.

Part VI – Transferee Attachments

The following steps need to be taken and the information attached to the application:

1. A statement detailing why a transfer is contemplated, the nature of the transfer (for example sale, assignment, etc.) and setting forth reasons why the Board should approve same.

2. A full set of fingerprints of the person(s) required to submit personal information pursuant to Part I above.

3. Current audited financial statement or, if no audited statement is availalble, other financial documentation showing current assets sufficient to operate the proposedd franchise.

4. Insurance Information:

   a) Workman's compensation coverages required by law.

   b) Motor vehicle liability coverage of not less than:
      i) Business Auto Liability. Business Auto Liability shall be provided by the Franchise Hauler with combined single limits of not less than $1,000,000 per occurrence and is to include bodily injury and property damage liability arising out of the operation, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

   c) General Liability insurance, with combined single limits of not less than $1,000,000 per occurrence shall be provided and maintained by the Franchise Hauler. The only aggregate limit acceptable is a "project aggregate" and the Certificate must show an appropriate endorsement (ISO CG2501) or equal
      i) If the Commercial General Liability form is used:
         1) Coverage A shall include premises, operations, products and completed operation, independent contractors, contractual liability covering this contract and broad form property damage coverages.
         2) Coverage B shall include personal injury.
         3) Coverage C, medical payments, is not required.

      ii) If the Comprehensive General Liability form is used, it shall include, at least Bodily injury and Property damage liability for premises, operations, products and completed operations, independent contractors, and property damage resulting from explosion, collapse or underground (XCU) exposures.

   For General liability insurance, the County shall be named as an additional insured. The franchisee shall annually provide the County with proof of insurance.

TRANSFEROR

Florida Express Environmental, LLC DBA Florida Express Waste + Recycling
<<INSERT BUSNIESS TRANSFEROR NAME>>

By: John A. Paglia Jr.
<INSERT NAME>
Its: **<INSERT TITILE>**
Date: 10/29/25

STATE OF FLORIDA
COUNTY OF Marion

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29th day of October, ~~2020~~ 2025, by **<INSERT NAME>**, as **<INSERT TITILE>** of **<INSERT BUSINESS TRANSFEROR NAME>**
(SEAL)

John A Paglia Jr, CEO Florida Express Waste + Recycling
Diane M. Carrizzo
Notary Public, State of Florida

✓ Personally Known
OR
____ Produced Identification
Type of Identification Produced: _____

DIANE M. CARRIZZO
Notary Public - State of Florida
Commission # HH 345533
My Comm. Expires Apr 25, 2027
Bonded through National Notary Assn.

TRANSFEREE

<<INSERT BUSNIESS TRANSFEREE NAME>>

By: _____
<INSERT NAME>
Its: **<INSERT TITLE>**
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this _____ day of _____, 2020, by **<INSERT NAME>**, as **<INSERT TITLE>** of **<INSERT TRANSFEREE NAME>**
(SEAL)

_____
Notary Public, State of Florida

____ Personally Known
OR
____ Produced Identification
Type of Identification Produced: _____

TRANSFEROR

Florida Express Environmental, LLC DBA Florida Express Waste Recycling
<<INSERT BUSNIESS TRANSFEROR NAME>>

By: John A. Paglia Jr.
<INSERT NAME>
Its: **<INSERT TITILE>**
Date: 10/24/25

STATE OF FLORIDA
COUNTY OF Marion

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24th day of October, ~~2020~~ 2025, by **<INSERT NAME>**, as **<INSERT TITILE>** of **<INSERT BUSINESS TRANSFEROR NAME>**
(SEAL)

John A Paglia Jr CEO Florida Express Waste Recycling

Diane M. Carrizzo
Notary Public, State of Florida

✓ Personally Known
OR
____ Produced Identification
Type of Identification Produced: _____

DIANE M. CARRIZZO
Notary Public - State of Florida
Commission # HH 345533
My Comm. Expires Apr 25, 2027
Bonded through National Notary Assn.

TRANSFEREE

Waste Connections of Florida, Inc.
<<INSERT BUSNIESS TRANSFEREE NAME>>

By: Matt Arcarola
<INSERT NAME>
Its: **<INSERT TITLE>**
Date: 10/29/25

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29th day of October, 2020, by **<INSERT NAME>**, as **<INSERT TITLE>** of **<INSERT TRANSFEREE NAME>**
(SEAL) Connections of Florida

2025 Matt Arcarola District Manager Waste

Tara L Blow
Notary Public, State of Florida

✓ Personally Known
OR
____ Produced Identification
Type of Identification Produced: _____

Notary Public State of Florida
Tara L. Blow
My Commission
HH 253934
Exp. 6/10/2026

Part VI – Attachment

A statement detailing, why a transfer is contemplated, the nature of the transfer (for example, sale, assignment, etc.) and setting forth the reasons why the Board should approve the same.

The transfer of the Florida Express license is being contemplated because Waste Connections is purchasing the company. The structure of the transaction is a membership interest purchase whereby after closing, Waste Connections of Florida, Inc., will be the 100% owner of Florida Express.

The Board should approve Waste Connections as the new owner as it will help facilitate the reach of a nationally recognized company which has resources it would like to invest in Marion County to further grow what Florida Express started and achieved. Waste Connections plans to bring new technology, equipment, and resources to the market to expand upon the Florida Express service, all to the benefit the customers in the County.

RESOLUTION NO. 25-R-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, APPROVING THE TRANSFER OF A SOLID WASTE HAULER FRANCHISE FROM FLORIDA EXPRESS ENVIRONMENTAL, LLC, TO WASTE CONNECTIONS OF FLORIDA, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Express Environmental, LLC, a current solid waste hauler franchisee in good standing, has submitted a request to transfer its franchise to Waste Connections of Florida, Inc., pursuant to Section 16-50 "Transfer of Franchise," of the County Code; and

WHEREAS, Waste Connections of Florida, Inc. is the holder of a current solid waste hauler franchise, and thus is qualified to be the transferee of the Florida Environmental Express, LLC, franchise under Section 16-50; and

WHEREAS, the Board has determined that the other requirements of Section 16-50, specifically the satisfaction of all accounts payable to Marion County from Florida Express Environmental, LLC, have been satisfied; and

WHEREAS, Waste Connections of Florida, Inc., has advised the Board that its intent is to continue to operate the transferred franchise under the name of Florida Environmental Express, LLC.

NOW, THEREFORE, **BE IT RESOLVED** by the Board of County Commissioners of Marion County, Florida:

SECTION 1. The Board finds that the requirements of Section 16-50 of the County Code have been satisfied for the requested transfer.

SECTION 2. The Board hereby approves of the transfer of the solid waste hauler franchise from Florida Express Environmental, LLC, to Waste Connections of Florida, Inc., which shall henceforth be subject to compliance with the requirements of that franchise and the County Code.

SECTION 3. Waste Connections of Florida, Inc., may continue to operate the transferred franchise in the name of Florida Express Environmental, LLC.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session this 4th day of November, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

_____
GREGORY C. HARRELL, CLERK

_____
KATHY BRYANT, CHAIRMAN

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21106 **Agenda Date:** 11/4/2025 **Agenda No.:** 9.1.

SUBJECT:
Request Approval of the 2026 Schedule of Regular Meetings of the Board of County Commissioners

INITIATOR:
Mounir Bouyounes, PE, County Administrator

DEPARTMENT:
Administration

DESCRIPTION/BACKGROUND:
The recommended meeting schedule for the calendar year 2026 (attached) was developed by staff, in coordination with the Clerk's office, and takes into consideration observed County holidays and dates that the Board has traditionally canceled or rescheduled.

Approval of the annual schedule of meetings allows for advance planning and proper notice of meetings at the beginning of each year. The Board maintains flexibility to schedule, cancel, or reschedule any meetings, should the need arise.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to approve the attached 2026 Schedule of Regular Meetings.

MARION COUNTY BOARD OF COUNTY COMMISSIONERS

2026 SCHEDULE OF MEETINGS

Regular Commission meetings are typically scheduled for the first and third Tuesday of each month. The Zoning portions of the meeting are also scheduled for the third Tuesday of each month at 2:00 PM. In addition, public hearings, workshops and special meetings can be scheduled and approved by the Board as needed throughout the year. All meetings are open to the public.

	Regular Commission Meeting 9:00 AM	Regular P&Z Zoning Meeting 2:00 PM*	1:30 PM**
January	**06 | 20**	**20**	**21**
February	**03 | 17**	**17**	**18**
March	**03 | 17**	**17**	**18**
April	**07 | 21**	**21**	**22**
May	**05 | 19**	**19**	**20**
June	**02 | 16**	**16**	**17**
July	**07 | 21**	**21**	**22**
August	**04 | 18**	**18**	**19**
September	**01 | 15**	**15**	
October	**06 | 20**	**20**	**21**
November	**03 | 17**	**17**	**18**
December	**01 | 15**	**15**	**16**

*Regular Commission Meeting for Zoning, Reasonable Accommodations, and DRC Waivers on the second meeting of the month.
**P&Z Zoning Meetings – Additional meetings will be scheduled if necessary.

The following dates are being reserved:

Date	Event
January 29, 2026	Budget Strategic Planning Workshop
July 13-16, 2026	Budget Workshops
September 10 & 24, 2026	Budget Public Hearings

MARION COUNTY BOARD OF COUNTY COMMISSIONERS

2026 SCHEDULE OF MEETINGS

JANUARY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	(21)	22	23	24
25	26	27	28	29	30	31

FEBRUARY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	(18)	19	20	21
22	23	24	25	26	27	28

MARCH

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	(18)	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	(22)	23	24	25
26	27	28	29	30		

MAY

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	(20)	21	22	23
24	25	26	27	28	29	30
31						

JUNE

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	(17)	18	19	20
21	22	23	24	25	26	27
28	29	30				

JULY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	(22)	23	24	25
26	27	28	29	30	31	

AUGUST

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	(19)	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	(21)	22	23	24
25	26	27	28	29	30	31

NOVEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	(18)	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	(16)	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

BCC Meeting | Budget Workshops/Public Hearings [N3] | Budget Strategic Planning Workshop

Holiday [N5] | NACo Event [N1] | FAC Event [N2]

TPO [N4] | Marion at the Capitol | Tourism Day - Tallahassee

P & Z Meeting | Destinations International | Marion County Day - Ocala

N1 - NACo Legislative Conference (Washington D.C.) 02/21/26-02/24/26; Annual Conference & Exposition (New Orleans, LA) 07/17/26-07/20/26

N2 - FAC Legislative Day (FSU Turnbull Conference Center) 01/21/26; Annual Conference & Educational Exposition (Hilton Orlando) 06/23/26-06/26/26; Innovation & Policy Conference (Duval County) 9/16/25-9/17/25; Legislative Conference (Sawgrass Marriott - St. Johns County) 12/02/26-12/04/26

N3 - 7/13/25-7/16/25 - Budget Workshop, 9/10/25 & 9/24/25 - Budget Public Hearing

N4 - Pending TPO Board approval

N5 - County offices to close early on Christmas Eve at the discretion of the County Administrator

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21168 **Agenda Date:** 11/4/2025 **Agenda No.:** 11.1.

SUBJECT:
Request Approval to Schedule a Workshop to Discuss Workforce Housing Initiative on Monday, November 17, 2025 at 10:00 a.m. in the McPherson Governmental Campus Auditorium

INITIATOR:
Mounir Bouyounes, P.E., County Administrator

DEPARTMENT:
County Administrator

DESCRIPTION/BACKGROUND:
The following date is being requested for a Workshop to Discuss Workforce Housing Initiative:

- Monday, November 17, 2025, at 10:00 a.m.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to schedule a Workshop to Discuss Workforce Housing Initiative on Monday, November 17, 2025 at 10:00 a.m. in the McPherson Governmental Campus Auditorium

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20650 **Agenda Date:** 11/4/2025 **Agenda No.:** 11.2.

SUBJECT:
Request Approval to Schedule a Workshop to Discuss Southwest Regional Water Reclamation Facility on Tuesday, December 2, 2025, at 2:00 p.m. in the McPherson Governmental Campus Auditorium

INITIATOR:
Tony Cunningham, P.E., Director

DEPARTMENT:
Utilities

DESCRIPTION/BACKGROUND:
Marion County Utilities will provide an overview of the Southwest Regional Water Reclamation Facility expansion plan around the Oak Run community on highway 484.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to schedule a workshop to discuss Southwest Regional Water Reclamation Facility on Tuesday, December 2, 2025, at 2:00 p.m. in the McPherson Governmental Campus Auditorium.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21186 **Agenda Date:** 11/4/2025 **Agenda No.:** 11.3.

SUBJECT:
Request Approval to Schedule and Advertise a Workshop to Discuss Fire Station Prototypes on Wednesday, December 10, 2025, at 1:30 p.m., in the McPherson Governmental Campus Auditorium

INITIATOR:
Mounir Bouyounes, PE, County Administrator

DEPARTMENT:
Administration

DESCRIPTION/BACKGROUND:
The following date is being requested for a Workshop to Discuss Fire Station Prototypes:

- Wednesday, December 10, 2025, at 1:30 p.m.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to schedule and advertise a workshop to discuss fire station prototypes on Wednesday, December 10, 2025, at 1:30 p.m., in the McPherson Governmental Campus Auditorium.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21184 **Agenda Date:** 11/4/2025 **Agenda No.:** 11.4.

SUBJECT:
Request Approval to Reschedule and Advertise a Public Hearing to Consider the Adoption of a Resolution for Heather Island Market Center Municipal Service Benefit Unit (MSBU) for General Maintenance and Capital Improvements on Tuesday, December 16, 2025, at 10:00 a.m. or soon thereafter in the McPherson Governmental Campus Auditorium

INITIATOR:
Chad Wicker, Director

DEPARTMENT:
Municipal Services

DESCRIPTION/BACKGROUND:
The Board previously approved Tuesday, November 18, 2025, at 10:00 a.m. for a Public Hearing associated with the proposed Heather Island Market Center Municipal Service Benefit Unit (MSBU) for General Maintenance and Capital Improvements in accordance with Section 125.01(1)(q), Florida Statute. However, this meeting is being requested to be rescheduled to the following date and time to accommodate the required advertising to consider the adoption of a Resolution:

- Tuesday, December 16, 2025 at 10:00 a.m.in the McPherson Governmental Campus Auditorium

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to reschedule and advertise a public hearing to adopt a resolution for Heather Island Market Center MSBU for General Maintenance and Capital Improvements on Tuesday, December 16, 2025, starting at 10:00 a.m. or soon thereafter in the McPherson Governmental Campus Auditorium.

1256

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Cline (Last) Cara (First) (Dept) MSTU - 4155

(Title) Admin Services Coordinator (Phone) x 2652

Signature Cara Cline Date Friday, July 25, 2025

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 the resolution for Heather Island Market Center Municipal Services Benefit Unit for General Maintenance and Capital Improvements. Thank you

For more information or discussion, contact: ☐ Same as above

(Name) Jacobson (Last) Zachery (First) (Title) Operations Manager (Phone) x 2655

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. 2025-693

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:
- ☑ Approved as to form and legal sufficiency
- ☐ Approved with revisions: ☐ Suggested ☐ Completed
- ☐ Other:

Date Received:

RECEIVED
By Marion County Attorney-HF at 9:04 am, Jul 28, 2025

Attorney Signature: _____ Date 7/28/25

Staff Signature: _____ (Completed) Date: 072825 Returned: ☒ Department ☐ Admin ☐ _____

Rev 11/22/2023

RESOLUTION NO. 25-R- _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AS GOVERNING BODY FOR THE HEATHER ISLAND MARKET CENTER MUNICIPAL SERVICE BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS; ESTABLISHING A SPECIAL ASSESSMENT RATE; ADOPTING AN ESTIMATED PER PARCEL ASSESSMENT REVENUE; PROVIDING A CERTIFICATE TO THE SPECIAL ASSESSMENT ROLL FOR THE HEATHER ISLAND MARKET CENTER MSBU FOR GENERAL MAINTNENANCE AND CAPITAL IMPROVEMENTS.

WHEREAS, the Board of County Commissioners of Marion County, Florida (the "Board"), sitting as the governing body of the Heather Island Market Center Municipal Service Benefit Unit for General Maintenance and Capital Improvements (the MSBU), must establish the special assessment rate for the property located within the area described in the Ordinance 21-13; and

WHEREAS, the Board, having received from the Property Appraiser of Marion County, Florida, a roll covering all properties within the boundaries of the MSBU, hereby fixes the special assessment rate; and

WHEREAS, the Board finds that the property within the MSBU will derive a special benefit from the expenditure of money collected pursuant to this Resolution and the Ordinance; and

WHEREAS, the Board pursuant to Section 197.3632, Florida Statutes, authorizes, by the Resolution, the method of collection on special assessments in the same manner, and subject to the same procedures, as ad valorem taxes.

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

Section 1. The Board hereby imposes the special assessments for the MSBU as follows:

A. The number of acres, as defined in the Ordinance:	25.87
B. The amount of special assessment per acre is:	$500.00
C. The estimated per acre assessment revenue, being the total amount of special assessments to be collected,	$12,935.00
minus five percent (5%) as required by Section 129.01 Florida Statutes, is:	- $646.75
	$12,288.25

DRAFT

Section 2. In accordance with the provisions of Florida law and the Ordinance, the above special assessments are to be collected in the same manner, and subject to the same procedures, as ad valorem taxes.

Section 3. The Board certifies that all of the required hearings have been held and proper notices given in accordance with Section 197.3632, Florida Statutes.

Section 4. The Board certifies the special assessment roll and a copy of this Resolution is to be attached to the special assessment roll for the MSBU, which is to be delivered to the Marion County Tax Collector, with a copy provided to the Marion County Property Appraiser.

Section 5. The Board specifies, pursuant to Section 197.3632(6), Florida Statutes, that the assessment is to be collected for a period of more than one (1) year.

Section 6. A copy of the MSBU budget is to be part of the estimated per parcel revenue for Marion County for Fiscal Year 2025-26.

BOARD OF COUNTY COMMISSIONERS MARION COUNTY, FLORIDA

_____

KATHY BRYANT, CHAIRMAN

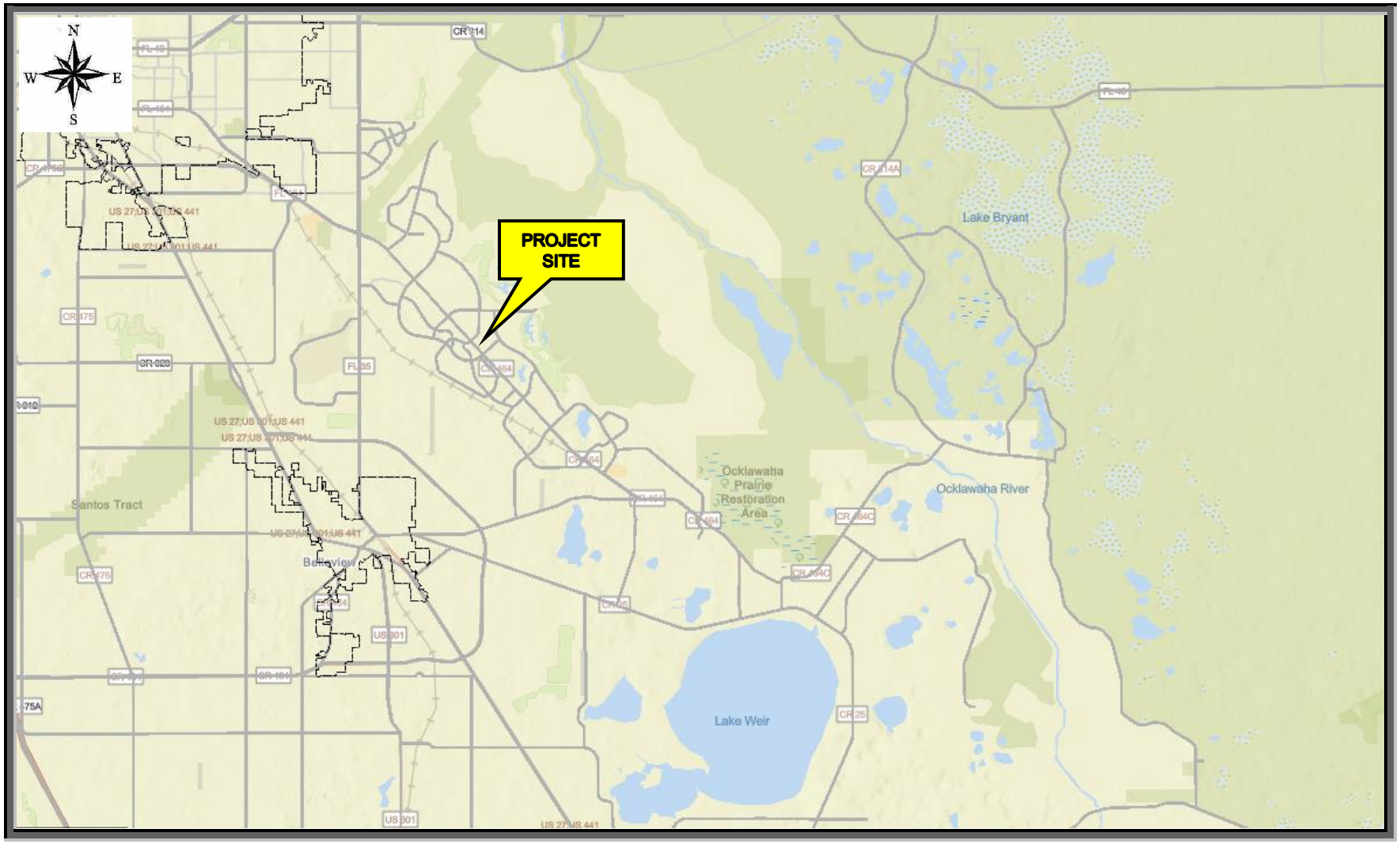
ATTEST:

_____

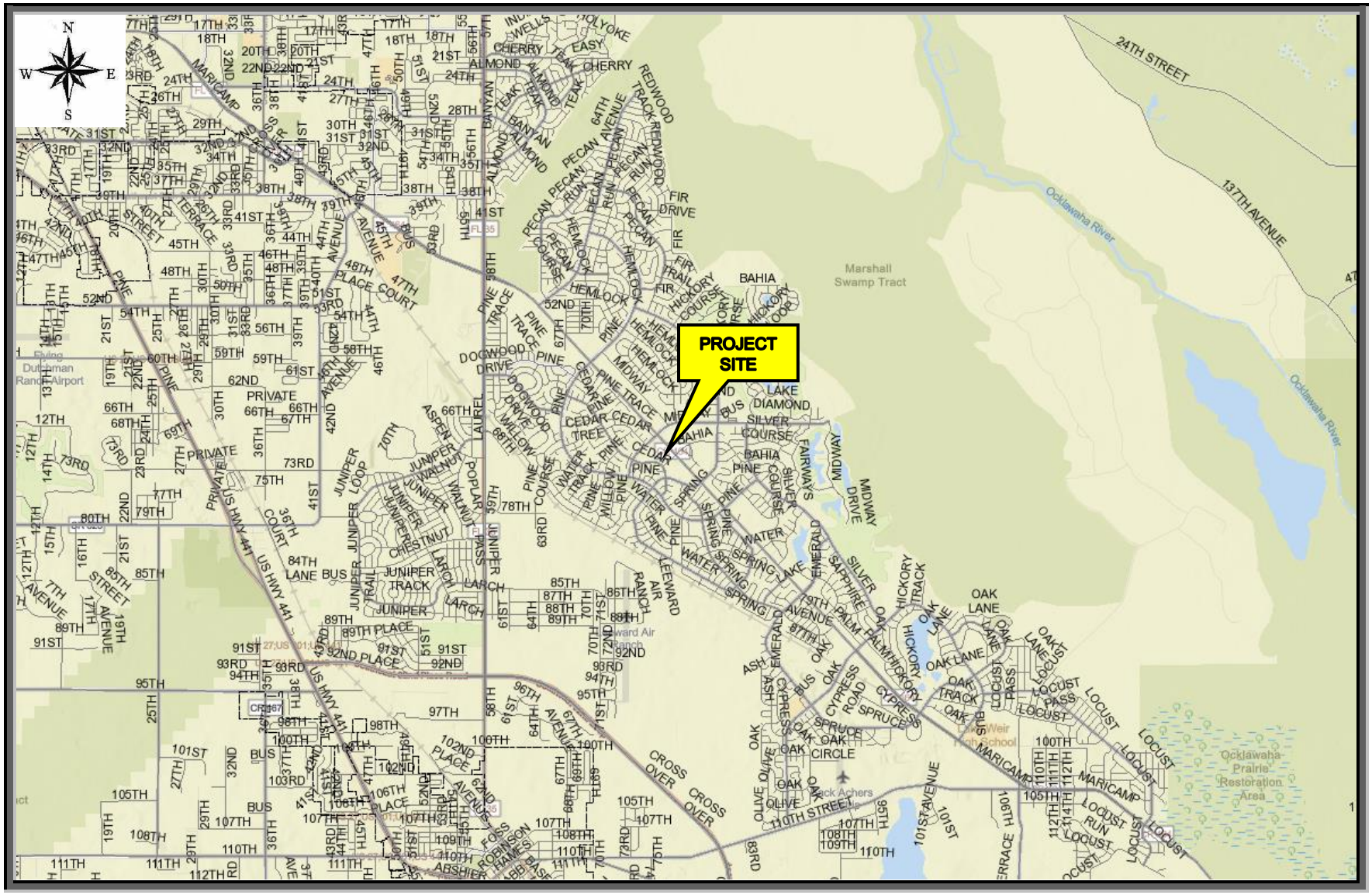
GREGORY C. HARRELL, CLERK

DRAFT

Heather Island Market Center Location Map



Heather Island Market Center Location Map



Heather Island Market Center Location Map



DENOTES PROJECT LIMITS

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21185 **Agenda Date:** 11/4/2025 **Agenda No.:** 11.5.

SUBJECT:
Request Approval to Reschedule and Advertise a Public Hearing to Consider the Adoption of a Resolution for Maricamp Market Centre Replat Phase 1 and Phase 2 Municipal Service Benefit Unit (MSBU) for General Maintenance and Capital Improvements on Tuesday, December 16, 2025, at 10:00 a.m. or soon thereafter in the McPherson Governmental Campus Auditorium

INITIATOR:
Chad Wicker, Director

DEPARTMENT:
Municipal Services

DESCRIPTION/BACKGROUND:
The Board previously approved Tuesday, November 18, 2025, at 10:00 a.m. for a Public Hearing associated with Maricamp Market Centre Replat Phase 1 and Phase 2 Municipal Service Benefit Unit (MSBU) for General Maintenance and Capital Improvements in accordance with Section 125.01(1)(q), Florida Statute. However, this meeting is being requested to be rescheduled to the following date and time to accommodate the required advertising to consider the adoption of a Resolution:

- Tuesday, December 16, 2025 at 10:00 a.m. in the McPherson Governmental Campus Auditorium

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to reschedule and advertise a public hearing to adopt a resolution for Maricamp Market Centre Replat Phase 1 and Phase 2 MSBU for General Maintenance and Capital Improvements on Tuesday, December 16, 2025, starting at 10:00 a.m. or soon thereafter in the McPherson Governmental Campus Auditorium.

1263

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Wicker (Last) Chad (First) (Dept) MSTU - 4155

(Title) Director (Phone) 352-438-2660

Signature [signature] Date Thursday, August 7, 2025

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 the resolution for Maricamp Market Centre Replat Phase 1 and Phase 2 Municipal Services Benefit Unit for General Maintenance and Capital Improvements. Thank you

For more information or discussion, contact: ☐ Same as above

(Name) Cline (Last) Cara (First) (Title) Administrative Services Coordinator (Phone) 352-438-2652

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. 2025-756

Assigned to:
- ☐ Matthew Guy Minter, County Attorney
- ☑ Dana E. Olesky, Chief Asst. County Attorney
- ☐ Thomas Schwartz Asst. County Attorney
- ☐ Valdoston Shealey Asst. County Attorney

Date Received:

Outcome:
- ☑ Approved as to form and legal sufficiency
- ☐ Approved with revisions: ☐ Suggested ☐ Completed
- ☐ Other:

RECEIVED
By Lori.Zirkle at 9:13 am, Aug 08, 2025

Attorney Signature: [signature] Date 8/8/2025

Staff Signature: Lori Zirkle (Completed) Date: 8/8/25 Returned: ☑ Department ☐ Admin ☐ _____

Rev 11/22/2023

RESOLUTION NO. 25-R- _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AS GOVERNING BODY FOR THE MARICAMP MARKET CENTRE REPLAT PHASE 1 AND PHASE 2 MUNICIPAL SERVICE BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS; ESTABLISHING A SPECIAL ASSESSMENT RATE; ADOPTING AN ESTIMATED PER PARCEL ASSESSMENT REVENUE; PROVIDING A CERTIFICATE TO THE SPECIAL ASSESSMENT ROLL FOR THE HEATHER ISLAND MARKET CENTER REPLAT PHASE 1 AND PHASE 2 MSBU FOR GENERAL MAINTNENANCE AND CAPITAL IMPROVEMENTS.

WHEREAS, the Board of County Commissioners of Marion County, Florida (the "Board"), sitting as the governing body of the Maricamp Market Centre Replat Phase 1 and Phase 2 Municipal Service Benefit Unit for General Maintenance and Capital Improvements (the MSBU), must establish the special assessment rate for the property located within the area described in the Ordinance 21-01; and

WHEREAS, the Board, having received from the Property Appraiser of Marion County, Florida, a roll covering all properties within the boundaries of the MSBU, hereby fixes the special assessment rate; and

WHEREAS, the Board finds that the property within the MSBU will derive a special benefit from the expenditure of money collected pursuant to this Resolution and the Ordinance; and

WHEREAS, the Board pursuant to Section 197.3632, Florida Statutes, authorizes, by the Resolution, the method of collection on special assessments in the same manner, and subject to the same procedures, as ad valorem taxes.

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

Section 1. The Board hereby imposes the special assessments for the MSBU as follows:

A. The number of acres, as defined in the Ordinance:	17.80
B. The amount of special assessment per acre is:	$500.00
C. The estimated per acre assessment revenue, being the total amount of special assessments to be collected,	$8,900.00
minus five percent (5%) as required by Section 129.01 Florida Statutes, is:	- $445.00
	$8,455.00

DRAFT

Section 2. In accordance with the provisions of Florida law and the Ordinance, the above special assessments are to be collected in the same manner, and subject to the same procedures, as ad valorem taxes.

Section 3. The Board certifies that all of the required hearings have been held and proper notices given in accordance with Section 197.3632, Florida Statutes.

Section 4. The Board certifies the special assessment roll and a copy of this Resolution is to be attached to the special assessment roll for the MSBU, which is to be delivered to the Marion County Tax Collector, with a copy provided to the Marion County Property Appraiser.

Section 5. The Board specifies, pursuant to Section 197.3632(6), Florida Statutes, that the assessment is to be collected for a period of more than one (1) year.

Section 6. A copy of the MSBU budget is to be part of the estimated per parcel revenue for Marion County for Fiscal Year 2025-26.

BOARD OF COUNTY COMMISSIONERS MARION COUNTY, FLORIDA

_____

KATHY BRYANT, CHAIRMAN

ATTEST:

_____

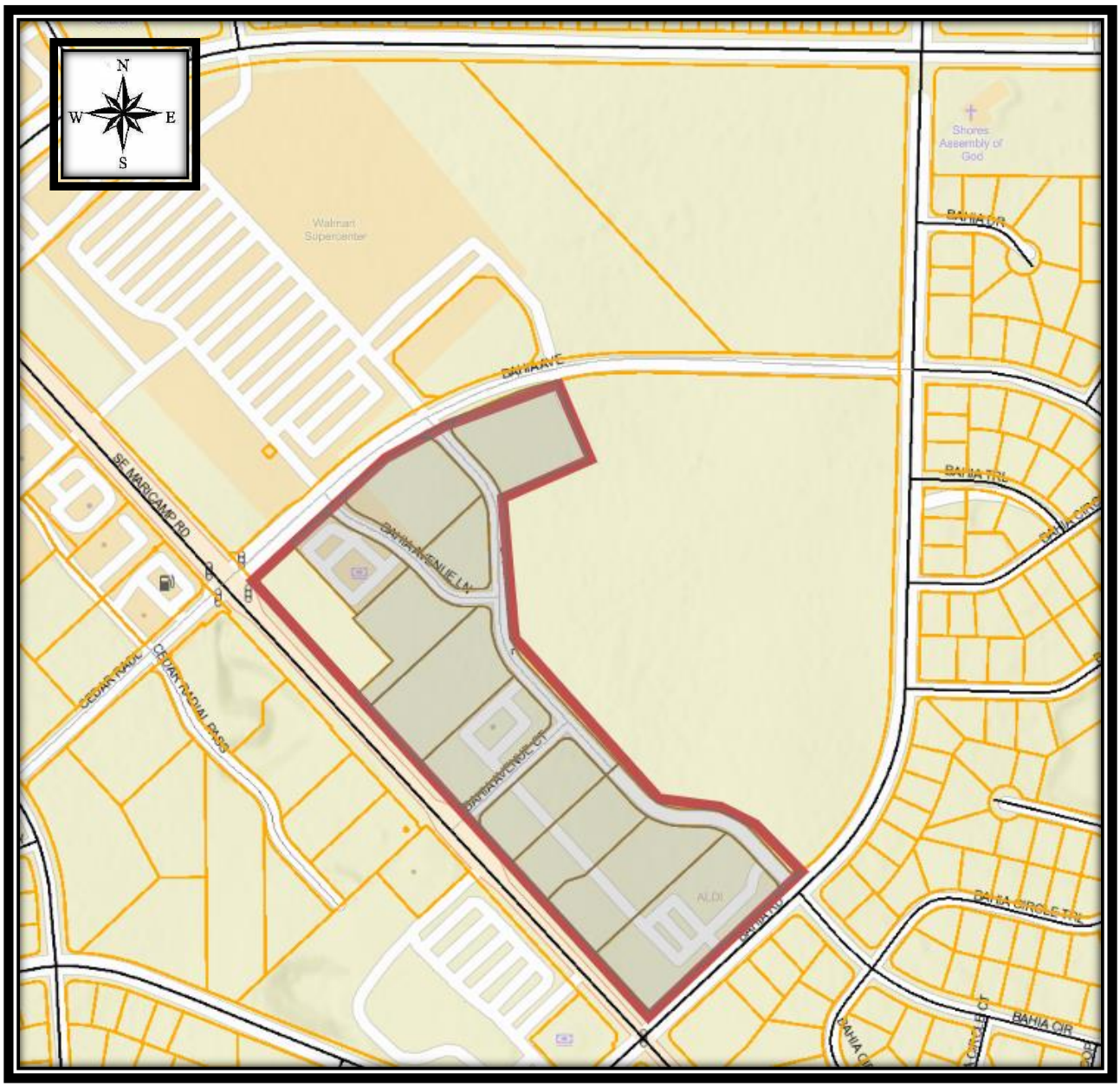
GREGORY C. HARRELL, CLERK

DRAFT

Maricamp Market Centre Replat Phase 1 and 2
Project Location Map



Maricamp Market Centre Replat Phase 1 and 2
Project Location Map



DENOTES PROJECT LIMITS

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21120 **Agenda Date:** 11/4/2025 **Agenda No.:** 11.6.

SUBJECT:
Request Approval to Schedule and Advertise a Workshop to Discuss the Marion County Fleet Department and Department of Health in Belleview on Wednesday, December 17, 2025, at 1:30 p.m., in the McPherson Governmental Campus Auditorium

INITIATOR:
Mounir Bouyounes, PE, County Administrator

DEPARTMENT:
Administration

DESCRIPTION/BACKGROUND:
The following date is being requested for a Workshop to Discuss the Marion County Fleet Department and Department of Health Facility in Belleview:

- Wednesday, December 17, 2025, at 1:30 p.m.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to schedule and advertise a workshop to discuss the Marion County Fleet Department and Department of Health in Belleview on Wednesday, December 17, 2025, at 1:30 p.m., in the McPherson Governmental Campus Auditorium.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19054 **Agenda Date:** 11/4/2025 **Agenda No.:** 11.7.

SUBJECT:
Request Approval to Schedule a Joint Planning Workshop with the Marion County School Board, Board of County Commissioners and Municipalities on Wednesday, April 1, 2026, at 9:00 a.m. in the Southeastern Livestock Pavilion Auditorium

INITIATOR:
Chuck Varadin, Director

DEPARTMENT:
Growth Services

DESCRIPTION/BACKGROUND:
Per the Interlocal Agreement for Public School Facility Planning, a Joint Planning Workshop for the Public Schools Planning Officials (PSPO) is to be held annually. The last meeting was on March 12, 2025. The next Joint Planning Workshop has been coordinated with each agency and is proposed for:

Wednesday, April 1, 2026 at 9:00 a.m.

in the Southeastern Livestock Pavilion Auditorium

The Joint Planning Workshop provides opportunities for the PSPO to discuss mutual issues of concern, as well as to review the Technical Working Group's annual report regarding residential housing activity, development approvals and trends, population projections, vacant land, underutilized land, and student projections and enrollment. Last year, the School Board engaged a consultant to review the data and prepare a thorough report on data trends needed for school planning. These findings will be presented at this workshop proposed for April 1, 2026.

The PSPO members are comprised of the elected officials from the cities of Belleview, Dunnellon, McIntosh, Ocala and Reddick; the Marion County School Board; and the Marion County Board of County Commissioners.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to approve and schedule a Joint Planning Workshop with the cities of Belleview, Dunnellon, McIntosh, Ocala and Reddick; the School Board; the Board of County Commissioners on Wednesday, April 1, 2026 at 9:00 a.m. in the Southeastern Livestock Pavilion Auditorium.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21131 **Agenda Date:** 11/4/2025 **Agenda No.:** 11.8.

SUBJECT:
Request Approval of Letters of Support for Transitions Life Center

INITIATOR:
Jennifer Clark, Executive Assistant

DEPARTMENT:
Commission Office

DESCRIPTION/BACKGROUND:
Transitions Life Center (TLC) is a non-profit organization whose sole purpose is to provide a safe, caring and enriching community for adults with intellectual and developmental disabilities. TLC focuses on strengthening independence, building friendships, expanding their world, and growing in faith.

TLC has asked for two (2) letters of support for their appropriations requests to the Florida House of Representatives and Florida Senate. The funding requests will help support their scholarship fund expand as they open their program to more individuals.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to approve the letters of support for TLC.

Marion County
Board of County Commissioners

601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2300
Fax: 352-438-2324

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

November 4, 2025

The Honorable Ed Hooper
Chairman
Senate Appropriations
202 Senate Building
404 South Monroe Street
Tallahassee, FL 32399

The Honorable Jay Trumbull
Chairman
Senate Appropriations Committee on Health and Human Services
415 Senate Building
404 South Monroe Street
Tallahassee, FL 32399-1100

RE: Scholarship Blessings for Transitions Life Center

Transitions Life Center (TLC) is a non-profit organization whose sole purpose is to provide a safe, caring and enriching community for adults with intellectual and developmental disabilities. TLC focuses on strengthening independence, building friendships, expanding their world, and growing in faith.

TLC provides a day program Monday through Friday for adults with intellectual and developmental disabilities. In 2023, they received state funding to expand their operational building to service twice as many adults. As they grow, they want to help as many individuals as possible. They are requesting $250,000 so that they can provide scholarships to individuals who might not be able to afford the tuition of $50 dollars a day or those who do not have access to state benefits.

We are so fortunate that TLC calls Marion County home. Marion County is a proud partner of TLC by providing them with grant funding for previous projects. Additionally, we provided TLC with a special proclamation to showcase the great work they are doing in our community. We support TLC and we encourage you to fund their request to provide scholarships for individuals who can't afford to attend TLC on their own.

Thank you for your consideration. Please reach out if you have any questions.

Respectfully,

Kathy Bryant
Chairman, Marion County Board of County Commissioners

Marion County
Board of County Commissioners

601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2300
Fax: 352-438-2324

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

November 4, 2025

The Honorable Lawrence McClure
Chairman
House Budget Committee
418 The Capitol
402 South Monroe Street
Tallahassee, FL 32399-1300

The Honorable Alex Andrade
Chairman
House Health Care Budget Subcommittee
214 The Capitol
402 South Monroe Street
Tallahassee, FL 32399-1100

RE: Scholarship Blessings for Transitions Life Center

Transitions Life Center (TLC) is a non-profit organization whose sole purpose is to provide a safe, caring and enriching community for adults with intellectual and developmental disabilities. TLC focuses on strengthening independence, building friendships, expanding their world, and growing in faith.

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We are so fortunate that TLC calls Marion County home. Marion County is a proud partner of TLC by providing them with grant funding for previous projects. Additionally, we provided TLC with a special proclamation to showcase the great work they are doing in our community. We support TLC and we encourage you to fund their request to provide scholarships for individuals who can't afford to attend TLC on their own.

Thank you for your consideration. Please reach out if you have any questions.

Respectfully,

Kathy Bryant
Chairman, Marion County Board of County Commissioners

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21192 **Agenda Date:** 11/4/2025 **Agenda No.:** 11.9.

SUBJECT:
Request Ratification of Letter in Opposition to Track Line, LLC Air Permit No. 0830196-001-AC

INITIATOR:
Mounir Bouyounes, PE, County Administrator

DEPARTMENT:
Administration

DESCRIPTION/BACKGROUND:
Track Line, LLC is a Texas based company that is dropping off hazardous materials in Marion County within CSX Transportation, Inc.'s property. This location is within a Spring Protection Overlay Zone (SPOZ), zoned as Agriculture (A-1), with a land use designation requiring Preservation. This property is also surrounded by the Greenway State Recreation Area to the north, springs and the Rainbow River to the south, and residential properties on both sides.

Track Line, LLC has not sought Marion County's approval for its planned operation but still has caused many thousands of creosote-treated railroad ties to be deposited not only on its proposed site, but also on numerous other parcels adjacent to the proposed site. This massive accumulation resulted in Marion County issuing CSX Transportation, Inc. and Track Line, LLC, a notice of violation of Marion County Code Chapter 16, Article III, Sec. 16-92. Track Line, LLC has not sought any required re-zoning or permitting from Marion County and is therefore not allowed to conduct any heavy industrial or commercial use on this property.

Marion County has written a letter in opposition of the permit for Track Line, LLC's application for Air Permit No. 0830196-001-AC.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to ratify letter in opposition to Track Line, LLC Air Permit No. 0830196-001-AC

Marion County
Board of County Commissioners

McPherson Governmental Campus
601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2300
Fax: 352-438-2324

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

October 29, 2025

Florida Department of Environmental Protection
Division of Air Resource Management
Permit Review Section
2600 Blair Stone Road, MS #5505
Tallahassee, Florida 32399-2400

RE: Comments in Opposition to Air Permit Application
Project No. 0830196-001-AC
Track Line, LLC – 20365 E. McKinney Avenue,
Dunnellon, Marion County, Florida

Dear Permitting Authority:

Please accept this letter, on behalf of Marion County, as its written comment in opposition to the Florida Department of Environmental Protection (FDEP) air pollution permit application submitted by Track Line, LLC, Project No. 0830196-001-AC. We respectfully request that you take this letter into consideration as it outlines Marion County's extensive concerns with the activities planned by the applicant. Further, Marion County requests that the FDEP deny this permit application, or, in the alternative, allow Marion County additional time of twenty (20) days (pursuant to 62-110.106(4), F.A.C.), to petition FDEP for an administrative hearing.

It is our understanding that Track Line, LLC, a Texas based company, previously had unpermitted operations in Newberry, Florida, that were ongoing for a period of months and were ultimately shut down. [1] Track Line, LLC has now relocated their hazardous

[1] Christopher Gilbert, Ph.D, the Hazardous Materials Program Manager at the Environmental Protection Department in Gainesville advised Marion County as follows:

> The analytical report of the railroad tie grinding identifies exceedances of several poly aromatic hydrocarbons which have public health and environmental concerns. This would be from the grinding operation which should only be conducted inside an enclosed building, where no release of the grinding dust could leave the building. Any dust discharge would be an issue for the soil, surface waters, ground waters, or the potential exposure to people. The contamination issue would also be a concern for any storm water retention ponds on site.

operations to Marion County utilizing a section of CSX Transportation, Inc.'s property, within a Spring Protection Overlay Zone (SPOZ), zoned as Agriculture (A-1), with a land use designation requiring Preservation (PR), surrounded by the Greenway State Recreation Area property to the north, springs and the Rainbow River[2] to the south, and residential properties on both sides.

Track Line, LLC has not sought Marion County's approval for its planned operation but still has caused many thousands of creosote-treated railroad ties to be deposited not only on its proposed site, as identified in the FDEP Technical Evaluation and Preliminary Determination, but also on numerous other parcels adjacent to the proposed site. This massive accumulation resulted in Marion County issuing CSX Transportation, Inc. and Track Line, LLC, a notice of violation of Marion County Code Chapter 16, Article III, Sec. 16-92. Additionally, because the property has a PR land use, an A-1 zoning, and is within the SPOZ, Track Line, LLC is required to first obtain a Special Use Permit from Marion County before it is permitted to store on the ground and/or grind down any creosote-treated railroad ties on the site.[3] Track Line, LLC has not sought any required re-zoning or permitting from Marion County and is therefore not allowed to conduct any heavy industrial or commercial use on this property.

In addition to Track Line, LLC's failure to comply with Marion County's Code of Ordinances, there are additional concerns associated with Track Line, LLC's FDEP permit application for authorization to install a heavy industrial-type facility amidst residences where it intends to shred and grind creosote-treated railroad ties, as follows:

- Members of the Blue Cove and Chatmire communities have complained of ill-health effects brought on by the extraordinary influx of Track Line, LLC's storing

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The grinding operation at the parcel in Newberry created the requirement of the entire site to be scraped and properly disposed by FDEP due to contamination issues.

[2] **DIV. 4. - SPRINGS PROTECTION OVERLAY ZONE (SPOZ), Sec. 5.4.1. - Purpose and intent.**
The purpose and intent of the Springs Protection Overlay Zone is to protect and preserve the quality and quantity of the Floridan Aquifer underlying all of Marion County, as well as the environmental, recreational, and economic values of Silver Springs and Rainbow Springs in the interest of public health, safety and general welfare. This is to be accomplished by regulating land uses and activities which can adversely impact the quality and quantity of groundwater.

[3] **Sec. 5.4.4. - Uses within the SPOZ.**
A. Prohibited Uses. The expansion of existing or new uses and activities, as listed below, shall be prohibited within the primary zone:

*****

(4) Heavy industrial and commercial uses, including new and expanding permitted and special uses allowed exclusively in B-5, I-C, or M-2 zoning categories, unless the owner demonstrates to the Planning/Zoning Manager, based on credible scientific data and information, that the proposed use will not pose a potential threat to groundwater quality.

of creosote-treated railroad ties outside, subject to the effects of rain and wind, and very close (approximately 120 feet) to their homes.[4]

- The storing and processing of creosote-treated materials through shredding and grinding operations will undoubtedly create toxic airborne particles that have and will continue to transport into the communities, contaminating the soil, and ultimately the watershed of Marion County.
- The proposed operation of grinding the materials will cause substantial quantities of air pollutant emissions (including, without limitation, fine particulate matter, nitrogen oxide, carbon monoxide, sulfur dioxide, and other volatile and carcinogenic compounds) which will most certainly affect the long-term health of Marion County citizens.[5]
- The storing and grinding of highly combustible and flammable creosote-treated railroad ties and use of heavy industrial machinery (diesel engines) increases the likelihood of accidents, emergencies and fires in a location that is not readily accessible to Marion County Fire Rescue, thereby endangering nearby homes and land.
- According to the Environmental Protection Agency's (EPA) Resource Conservation and Recovery Act, reclaimed creosote and creosote-contaminated soil are classified as hazardous materials, and although the EPA has not banned creosote, the chemical is restricted as a public health hazard to commercial-use only as it exceeds the EPA's level of concern for cancer risk.
- Florida law bans the release of creosote into the fresh waters of this state. See, section 379.295, Florida Statutes. The Rainbow River and its springs are immediately south of Track Line, LLC's proposed site and the proposed operations will release this toxin into the air which will ultimately rest in the fresh water and soil and eventually leach into the ground water.

Accordingly, and based upon the foregoing concerns, Marion County respectfully requests that the FDEP deny Track Line, LLC's application for Air Permit No. 0830196-001-AC, as it is in violation of Chapter 403, Florida Statutes. Track Line, LLC's proposed facility and operations pose an unacceptable risk to air quality, water resources, public health, and the community's well-being. Based upon the hazardous condition the Newberry site was left in, as well as the current hazardous conditions

[4] https://dunnellon.granicus.com/player/clip/385?view_id=1&redirect=true.
Members of these communities also complain of the noise levels occurring in the middle of the night as a result of the extensive off-loading operation of the creosote-treated railroad ties, as well as the large commercial vehicles driving through the small residential communities on small residential roadways, in order for Track Lines, LLC to access the CSX Transportation, Inc.'s property.

[5] According to the City of Dunnellon, the proposed facility will emit the following: 58.77 tons per year of particulate matter (PM), 33.47 tons per year of PM10, 20.83 tons per year of PM2.5, 67.22 tons per year of nitrogen oxides, 67.22 tons per year of carbon monoxide, 23.95 tons per year of sulfur dioxide, and 3.65 tons per year of volatile organic compounds.

currently existing on the site, Track Line, LLC cannot demonstrate that its project can operate without adversely impacting Marion County.

We urge you to carefully consider the concerns herein raised and assist us in protecting Marion County by denying this permit application. Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

Kathy Bryant
Chairman
Marion County Board of County Commissioners

cc: Board of County Commissioners
Mounir Bouyounes, County Administrator
Tracy Straub, Assistant County Administrator
Preston Bowlin, Director of Emergency Management

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21078 **Agenda Date:** 11/4/2025 **Agenda No.:** 13.1.1.

SUBJECT:
Request Approval of Renewal of Surety Bonds for Commissioners Bryant, Curry, McClain, Stone and Zalak

INITIATOR:
Jennifer Clark, Executive Assistant

DEPARTMENT:
Commission Office

DESCRIPTION/BACKGROUND:
Surety bonds for the following Commissioners are due for renewal for the length of time listed below:

Commissioner Bryant - one (1) year, renewal date: November 20, 2025
Commissioner Curry - one (1) year, renewal date: November 17, 2025
Commissioner McClain - one (1) year, renewal date: November 20, 2025
Commissioner Stone - one (1) year, renewal date: November 9, 2025
Commissioner Zalak - one (1) year, renewal date: November 20, 2025

Attached are the payment renewals for the five (5) Commissioners.

BUDGET/IMPACT:
Neutral; expenditure of $500 - $100 for each premium to King Risk Partners, LLC, as approved in the FY 2025-26 budget.

RECOMMENDED ACTION:
Motion to approve renewal of surety bonds for all Commissioners.

1279

CNA SURETY

Billing Questions (888) 866-2666
Email info@cnasurety.com

MARION - FINANCE
SEP 26 '25 PM 3:12

Notice of Premium Due 11/20/2025

Premium $100.00

KATHY BRYANT
CLERK OF THE COUNTY COURTS
% FINANCE DEPT-P. O. BOX 1030
OCALA, FL 34478

Amount Due	$100.00

Bond Detail

Bond #	71019894	Obligee	OBLIGEE ADDRESS UNKNOWN
Company	Western Surety Company		
Term Dates	11/20/2025 to 11/20/2026		
Bond Amount	$2,000.00		
Description	FL County Commissioner County of Marion		

Agent Information

King Risk Partners, L L C
643 Sw 4th Ave, Ste. 210
Gainesville, FL 32601
Phone : (352)377-0420

Messages

Payment Instructions

- **Pay Online at ONLINEPAY.CNASURETY.COM**
- If paying by mail, please send payment 2 weeks prior to due date to ensure receipt
  Make check payable to CNA Surety
  Detach payment stub and return with payment

Note-Renewal documents will only be sent upon receipt of full payment

---

Kathy Bryant

Bond #	71019894
Company	0601
Agency	09-16939

King Risk Partners, L L C

Payment Due	11/20/2025	**Amount Due**	$100.00

CNA Surety Direct Bill
P.O. Box 957312
St. Louis, MO 63195-7312

0003001 00916939000011202025 00601007101989400 00000001000002

1280

CNA SURETY

Notice of Premium Due 11/17/2025

Billing Questions (888) 866-2666
Email info@cnasurety.com

Premium $100.00

CRAIG CURRY
%MARION CTY BOARD OF COMMISS
601 SE 25TH AVE
OCALA, FL 34471

Amount Due	$100.00

Bond Detail

Bond #	72318224	Obligee	OBLIGEE ADDRESS UNKNOWN
Company	Western Surety Company		
Term Dates	11/17/2025 to 11/17/2026		
Bond Amount	$2,000.00		
Description	FL County Commissioner Marion County Board of County		

Agent Information

King Risk Partners, L L C
643 Sw 4th Ave, Ste. 210
Gainesville, FL 32601
Phone : (352)377-0420

Messages

Payment Instructions

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  Make check payable to CNA Surety
  Detach payment stub and return with payment

Note-Renewal documents will only be sent upon receipt of full payment

---

Craig Curry

Bond #	72318224
Company	0601
Agency	09-16939

King Risk Partners, L L C

Payment Due	11/17/2025	**Amount Due**	$100.00

CNA Surety Direct Bill
P.O. Box 957312
St. Louis, MO 63195-7312

0003001 00916939000011172025 00601007231822400 00000001000004

1281

CNA SURETY

Billing Questions (888) 866-2666
Email info@cnasurety.com

Notice of Premium Due 11/20/2025

Premium $100.00

MATTHEW MCCLAIN
%MARION CO BOARD OF COMMISSION
601 SE 25TH AVE
OCALA, FL 34471

Amount Due $100.00

Bond Detail

Bond #	72590309	Obligee	OBLIGEE ADDRESS UNKNOWN
Company	Western Surety Company		
Term Dates	11/20/2025 to 11/20/2026		
Bond Amount	$2,000.00		
Description	FL Board Member Marion County Board of Commissioners		

Agent Information

King Risk Partners, L L C
643 Sw 4th Ave, Ste. 210
Gainesville, FL 32601
Phone : (352)377-0420

Messages

Payment Instructions

- **Pay Online at ONLINEPAY.CNASURETY.COM**
- If paying by mail, please send payment 2 weeks prior to due date to ensure receipt
  Make check payable to CNA Surety
  Detach payment stub and return with payment

Note-Renewal documents will only be sent upon receipt of full payment

---

Matthew Mcclain

Bond #	72590309
Company	0601
Agency	09-16939

King Risk Partners, L L C

Payment Due	11/20/2025	**Amount Due**	$100.00

CNA Surety Direct Bill
P.O. Box 957312
St. Louis, MO 63195-7312

0003001 00916939000011202025 00601007259030900 00000001000000

1282

CNA SURETY

Billing Questions (888) 866-2666
Email info@cnasurety.com

Notice of Premium Due 11/09/2025

Premium $100.00

MICHELLE STONE
601 SE 25TH AVE.
OCALA, FL 34471

Amount Due $100.00

Bond Detail

Bond #	71882220	Obligee	OBLIGEE ADDRESS UNKNOWN
Company	Western Surety Company		
Term Dates	11/09/2025 to 11/09/2026		
Bond Amount	$2,000.00		
Description	FL Board Member Marion County Board of County Commissioners		

Agent Information

King Risk Partners, L L C
643 Sw 4th Ave, Ste. 210
Gainesville, FL 32601
Phone : (352)377-0420

Messages

Payment Instructions

- **Pay Online at ONLINEPAY.CNASURETY.COM**
- If paying by mail, please send payment 2 weeks prior to due date to ensure receipt
  Make check payable to CNA Surety
  Detach payment stub and return with payment

Note-Renewal documents will only be sent upon receipt of full payment

---

Michelle Stone

Bond #	71882220
Company	0601
Agency	09-16939

King Risk Partners, L L C

Payment Due	11/09/2025	**Amount Due**	$100.00

CNA Surety Direct Bill
P.O. Box 957312
St. Louis, MO 63195-7312

0003001 00916939000011092025 00601007188222000 00000001000001

1283

CNA SURETY

Billing Questions (888) 866-2666
Email info@cnasurety.com

Notice of Premium Due 11/20/2025

Premium $100.00

CARL ZALAK
601 S. E. 25TH AVE.
OCALA, FL 34471

Amount Due $100.00

Bond Detail

Bond #	71020196	Obligee	OBLIGEE ADDRESS UNKNOWN
Company	Western Surety Company		
Term Dates	11/20/2025 to 11/20/2026		
Bond Amount	$2,000.00		
Description	FL Board Member Marion County Board of County Commissioners		

Agent Information

King Risk Partners, L L C
643 Sw 4th Ave, Ste. 210
Gainesville, FL 32601
Phone : (352)377-0420

Messages

Payment Instructions

- **Pay Online at ONLINEPAY.CNASURETY.COM**
- If paying by mail, please send payment 2 weeks prior to due date to ensure receipt
  Make check payable to CNA Surety
  Detach payment stub and return with payment

Note-Renewal documents will only be sent upon receipt of full payment

---

Carl Zalak

Bond #	71020196
Company	0601
Agency	09-16939

King Risk Partners, L L C

Payment Due	11/20/2025	**Amount Due**	$100.00

CNA Surety Direct Bill
P.O. Box 957312
St. Louis, MO 63195-7312

0003001 009169390000112020025 006010071020196 00000001000005

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21130 **Agenda Date:** 11/4/2025 **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
November 4 9:00 a.m.	Commission Meeting	Regularly scheduled for the first and third Tuesday of every month
November 4 10:00 a.m.	Public Hearing	To Consider an Ordinance to Amend the Marion County Land Development Code
November 4 10:00 a.m.*	Public Hearing	To Consider and Ordinance Relating to Silver Glen Springs and Silver Glen Run
November 4 10:00 a.m.*	Public Hearing	To Consider an Application for Commercial and Residential Waste Collections Service Franchise for Waste Connections of Florida, Inc
November 13 3:00 p.m.	Transportation Planning Organization	Regularly scheduled for the fourth Tuesday of the month, scheduled earlier due to Thanksgiving Holiday.
November 17 1:30 pm	Commission Meeting (Planning & Zoning)	Scheduled for the third Monday of every month.
November 18 9:00 a.m.	Commission Meeting	Regularly scheduled for the first and third Tuesday of every month
November 18 10:00 a.m.	Public Hearing	To Consider the Adoption of a Resolution for Heather Island Market Center Municipal Service Benefit Unit (MSBU) for General Maintenance and Capital Improvements
November 18 10:00 a.m.*	Public Hearing	To Consider the Adoption of a Resolution Maricamp Market Centre Replat Phase 1 and Phase 2 Municipal Service Benefit Unit (MSBU) for General Maintenance and Capital Improvements
November 18 2:00 p.m.	Commission Meeting (Planning & Zoning)	Regularly scheduled for the third Tuesday of every month.

Marion County
Board of County Commissioners

601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2300
Fax: 352-438-2324

Date time	Meeting type	Meeting description
December 2 9:00 a.m.	Commission Meeting	Regularly scheduled for the first and third Tuesday of every month
December 2 10:00 a.m.	Public Hearing	To Consider Resolutions Adopting the Intent to Authorize Use of the Uniform Method of Collecting for Non-Ad Valorem Assessments
December 2 10:00 a.m.*	Public Hearing	To Consider an Ordinance to Establish the Canterwood Acres Community Development District
December 2 5:30 p.m.	Final Public Hearing	To Consider an Ordinance to Amend the Marion County Land Development Code

***Or as soon thereafter as possible.** **11/04/25**

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21039 **Agenda Date:** 11/4/2025 **Agenda No.:** 14.1.1.

SUBJECT:
Present Monthly Building Safety Productivity Report for the Month of September 2025

INITIATOR:
Michael L. Savage, Sr., Director

DEPARTMENT:
Building Safety

DESCRIPTION/BACKGROUND:
Present Monthly Building Safety Productivity Report for the month of September 2025.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
For information purposes only.

Marion County Building Safety Department
Productivity Report

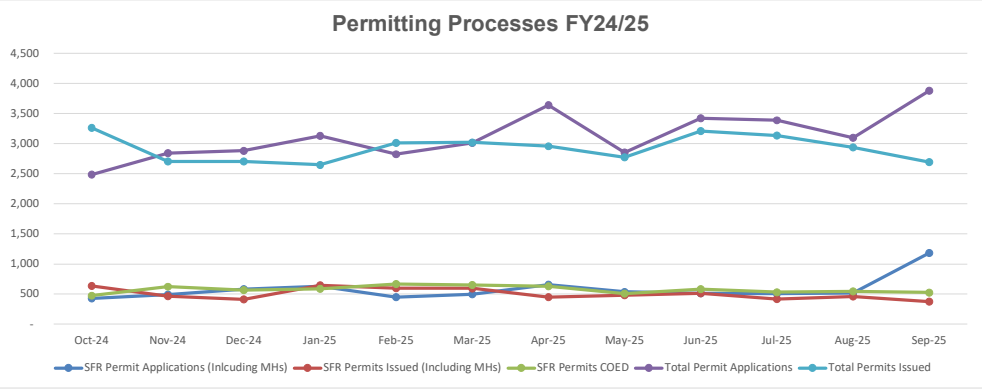
FY 2024/2025

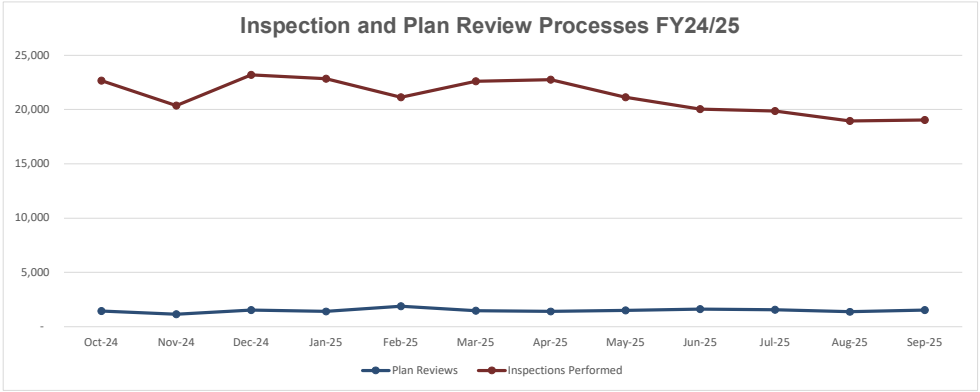
	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	FY 24/25
SFR Permit Applications (Including MHs)	428	490	581	631	448	499	659	537	516	506	517	1,183	**6,995**
SFR Permits Issued (Including MHs)	635	465	414	647	599	596	449	483	515	418	461	374	**6,056**
SFR Permits COED	474	622	567	588	667	650	632	510	581	532	544	527	**6,894**
Total Permit Applications	**2,485**	**2,843**	**2,882**	**3,128**	**2,822**	**3,012**	**3,639**	**2,851**	**3,420**	**3,386**	**3,096**	**3,877**	**37,441**
Total Permits Issued	**3,262**	**2,705**	**2,701**	**2,647**	**3,012**	**3,019**	**2,956**	**2,773**	**3,207**	**3,132**	**2,937**	**2,692**	**35,043**
Plan Reviews	1,447	1,134	1,518	1,394	1,866	1,463	1,396	1,512	1,627	1,573	1,363	1,518	**17,811**
Inspections Performed	22,652	20,351	23,187	22,835	21,134	22,599	22,768	21,124	20,031	19,850	18,943	19,033	**254,507**
Advanced Property Searched	731	606	720	930	766	822	891	729	636	747	935	937	**9,450**
Customers Served In Office	1,977	1,701	1,624	2,016	1,918	1,921	1,849	1,982	1,994	1,958	1,860	2,204	**23,004**
Total Revenue **	$ 1,017,730	$ 813,293	$ 549,251	$ 847,833	$ 809,052	$ 983,814	$ 922,355	$ 943,527	$ 945,204	$ 904,231	$ 923,571	$ 1,022,505	**$ 10,682,369**

FY 2023/2024

	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	FY 23/24
SFR Permit Applications (Including MHs)	466	634	956	256	454	739	796	729	1,261	384	546	527	**7,748**
SFR Permits Issued (Including MHs)	618	503	461	602	569	522	568	661	685	709	666	581	**7,145**
SFR Permits COED	550	547	537	539	603	529	598	546	548	557	503	531	**6,588**
Total Permit Applications	**3,006**	**3,159**	**3,139**	**2,521**	**2,894**	**3,186**	**3,597**	**3,766**	**4,520**	**3,074**	**3,146**	**2,887**	**38,895**
Total Permits Issued	**3,003**	**2,668**	**2,327**	**2,727**	**2,655**	**2,823**	**2,998**	**3,414**	**3,568**	**3,595**	**3,170**	**2,788**	**35,736**
Plan Reviews	2,014	1,505	1,613	1,761	1,627	1,592	1,580	1,641	1,544	1,828	1,442	1,605	**19,752**
Inspections Performed	22,707	20,399	19,654	21,115	20,981	21,103	21,887	22,011	20,918	22,401	22,577	20,990	**256,743**
Advanced Property Searched	728	728	583	723	835	871	1,010	1,031	882	920	741	773	**9,825**
Customers Served In Office	1,991	1,594	1,597	1,885	2,101	2,091	2,128	2,094	2,044	1,943	1,983	1,872	**23,323**
Total Revenue **	$ 501,553	$ 617,522	$ 630,326	$ 655,564	$ 709,265	$ 498,032	$ 983,270	**$ 823,461.46**	$ 1,136,467	$ 954,478	$ 1,224,809	$ 851,513	**$ 9,586,262**

**** Revenue totals are as of the "Printed On" date below.**





Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21118 **Agenda Date:** 11/4/2025 **Agenda No.:** 14.1.2.

SUBJECT:
Present Memorandum from County Administrator Regarding Approved Holiday Schedule for 2026 Dated October 24, 2025

INITIATOR:
Mounir Bouyounes, PE, County Administrator

DEPARTMENT:
Administration

DESCRIPTION/BACKGROUND:
See attached.

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

MEMORANDUM

To: Constitutional Officers
Angel Roussel, P.E., Assistant County Administrator
Tracy Straub, P.E., Assistant County Administrator
Amanda Tart, Assistant County Administrator
Department Directors

From: Mounir Bouyounes, PE, County Administrator MB

Date: October 24, 2025

Subject: **Approved Holiday Schedule for 2026**

Following is a list of approved holidays for the year 2026. Please distribute within your offices and departments.

New Year's Day	Thursday	January 1, 2026
Martin Luther King Jr. Day	Monday	January 19, 2026
Good Friday	Friday	April 3, 2026
Memorial Day	Monday	May 25, 2026
Independence Day (Observed)	Friday	July 3, 2026
Labor Day	Monday	September 7, 2026
Veterans Day	Wednesday	November 11, 2026
Thanksgiving Day	Thursday	November 26, 2026
Friday after Thanksgiving	Friday	November 27, 2026
Christmas Day	Friday	December 25, 2026

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21170 **Agenda Date:** 11/4/2025 **Agenda No.:** 14.1.3.

SUBJECT:
Present Letter from the Southwest Florida Water Management District, Dated October 1, 2025, Regarding the Review of the Surface Water Improvement and Management Program Priority List

INITIATOR:
Mounir Bouyounes, PE, County Administrator

DEPARTMENT:
Administration

DESCRIPTION/BACKGROUND:
See attached.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
For information only.

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
WaterMatters.org

An Equal Opportunity Employer

Bartow Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Office
78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Office
7601 U.S. 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

John R. Mitten
Chair, Hernando, Marion
Jack Bispham
Vice Chair, Manatee
Ashley Bell Barnett
Secretary, Polk
John E. Hall
Treasurer, Polk
Ed Armstrong
Former Chair, Pinellas
Kelly S. Rice
Former Chair, Citrus, Lake, Levy, Sumter
Michelle Williamson
Former Chair, Hillsborough
Josh Gamblin
DeSoto, Hardee, Highlands
James Holton
Pinellas
Dustin Rowland
Pasco
Robert Stern
Hillsborough
Jim Turner
Charlotte, Sarasota
Nancy Watkins
Hillsborough, Pinellas

Brian J. Armstrong, P.G.
Executive Director

October 1, 2025

RECEIVED
OCT 14 2025
MARION CO ADMIN

Mounir Bouyounes
County Administrator
Marion County
601 SE 25th Ave
Ocala, FL 34471

Subject: Review of the Surface Water Improvement and Management (SWIM) Program Priority List

Dear Mounir Bouyounes:

In 1987, the Florida Legislature enacted the Surface Water Improvement and Management (SWIM) Act to restore and protect water bodies of state and regional significance. Section 373.453, Florida Statutes, in the SWIM Act requires each water management district, in cooperation with the Florida Department of Environmental Protection, Florida Department of Agricultural and Consumer Services, Florida Department of Commerce, Florida Fish and Wildlife Conservation Commission and local governments to maintain a list that prioritizes water bodies of regional or statewide significance within the water management district. The list must be reviewed and updated every five years.

To date, the Southwest Florida Water Management District (District) has developed, and the state has approved, SWIM plans for twelve priority water bodies identified on the current SWIM Program Priority List. They are:

1) Tampa Bay,
2) Rainbow River,
3) Crystal River/Kings Bay,
4) Lake Panasoffkee,
5) Charlotte Harbor,
6) Lake Tarpon,
7) Lake Thonotosassa,
8) Winter Haven Chain of Lakes,
9) Sarasota Bay,
10) Weeki Wachee River,
11) Chassahowitzka River,
12) Homosassa River.

On September 23, 2025, the District's Governing Board was notified that the District is initiating the process to review the District's SWIM Priority List. To date, District staff have not identified any needed updates to this current List, which assists in prioritizing District resources and project funding.

A link is included for your reference to the District's SWIM Program website that contains an update for ongoing and completed projects, and all twelve of the SWIM Plans, which include descriptions of each SWIM priority water body, including the issues, status, and trends, as well as the goals and accomplishments for each water body. www.swfwmd.state.fl.us/projects/swim

Essential to carrying out the District's SWIM Program is the cooperation of local governments and agencies in developing and implementing effective SWIM Plans.

No revisions to the current SWIM Program Priority List have been identified at this time, District staff anticipates recommending no changes to the List to the Governing Board, which will consider the matter at its December 2025 meeting. Following Governing Board approval, the SWIM Program Priority List will be forwarded to the Florida Department of Environmental Protection. If you have any questions, please contact me at (813) 344-5832.

Sincerely,

Vivianna M. Bendixson

Vivianna M. Bendixson
Manager
Surface Water Improvement & Management Section
Natural Systems & Restoration Bureau
Southwest Florida Water Management District

VB

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20988 **Agenda Date:** 11/4/2025 **Agenda No.:** 14.1.4.

SUBJECT:
Present Notification of the Performance Evaluation and Merit Increase for the County Attorney

INITIATOR:
Amanda Tart, Assistant County Administrator

DEPARTMENT:
County Administration

DESCRIPTION/BACKGROUND:
In 2017 the Board of County Commissioners (BCC) approved a merit increase program for employees of the BCC. In this program, employees who are evaluated by their direct supervisor on competencies covering the organizations core values, leadership, and job specific duties. Over the past few weeks, the members of the Board have evaluated the County Attorney and submitted their evaluations to the Human Resources Director.

The evaluations and scores are attached.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
None required, the County Attorney will receive the appropriate merit increase as approved for all Marion County Board of County Commissioner employees.

Employee Evaluation

Marion County FLORIDA

Employee Name	Job Title	Review Date	
Matthew Guy Minter	County Attorney	8/2/2025	

Total Score: 5.00

Organizational Principles and Values

Element	Focus	Chair Bryant	Comm. Zalak	Comm. Curry	Comm. Stone	Comm. McClain
Organizational Values	**Dedicated to Serve**	5	5	5	5	5
	Comments					
	Chair Bryant					
	Commissioner Zalak	An example of humbleness				
	Commisioner Curry					
	Commissioner Stone					
	Commissioner McClain					
	Professional Operations	5	5	5	5	5
	Comments					
	Chair Bryant					
	Commissioner Zalak	Without question				
	Commisioner Curry					
	Commissioner Stone					
	Commissioner McClain					
	Resource Stewardship	5	5	5	5	5
	Comments					
	Chair Bryant					
	Commissioner Zalak					
	Commisioner Curry					
	Commissioner Stone					
	Commissioner McClain					

Leadership Values

Element	Focus	Chair Bryant	Comm. Zalak	Comm. Curry	Comm. Stone	Comm. McClain
Leadership Competencies	**Initiative**	N/A	5	5	5	5
	Comments					
	Chair Bryant					
	Commissioner Zalak	Always working				
	Commisioner Curry					
	Commissioner Stone					
	Commissioner McClain					
	Judgment	5	5	5	5	5
	Comments					
	Chair Bryant					
	Commissioner Zalak					
	Commisioner Curry	Wisdom				
	Commissioner Stone					
	Commissioner McClain					
	Delegation	5	5	5	5	5
	Comments					
	Chair Bryant					
	Commissioner Zalak					
	Commisioner Curry					
	Commissioner Stone					
	Commissioner McClain					
	Interpersonal Skills	N/A	5	5	5	5
	Comments					
	Chair Bryant					
	Commissioner Zalak	Always has a parable ready to illustrate legal ideas simply.				
	Commisioner Curry					
	Commissioner Stone					
	Commissioner McClain					

Technical Competencies

Element	Focus	Chair Bryant	Comm. Zalak	Comm. Curry	Comm. Stone	Comm. McClain
Technical Competencies	**Customer Service**	N/A	5	5	5	5
	Comments					
	Chair Bryant					
	Commissioner Zalak	Always available				

Commisioner Curry						
Commissioner Stone						
Commissioner McClain						
Communication	5	5	5	5	5	
Comments						
Chair Bryant						
Commissioner Zalak	Clear					
Commisioner Curry						
Commissioner Stone						
Commissioner McClain						
Attention to Detail	5	5	5	5	5	
Comments						
Chair Bryant						
Commissioner Zalak	Winner					
Commisioner Curry						
Commissioner Stone						
Commissioner McClain						
Goals	**Chair Bryant**	**Comm. Zalak**	**Comm. Curry**	**Comm. Stone**	**Comm. McClain**	
Comments						
Chair Bryant						
Commissioner Zalak	Make sure he leaves us when that times comes with a fantastic legal department. One that will reflect Guy and have his DNA embedded for generations to come.					
Commisioner Curry	Have more scheduled one-on-one meetings with Commissioners. Assist Commissioners on thinking through difficult zoning issues.					
Commissioner Stone	I appreciate his consistently stong work ethic, passion for excellence on behalf of the citizens of Marion County and sharing his insightful wisdom, depth of experience and knowledge with me on an individual basis.					
Commissioner McClain						

Merit Increase Form

Employee Name	**Matthew Minter**
Employee ID	**8861**
Evaluation Score	**5**
Merit Increase %	**5%**
Effective Date	**8/2/2025**

Evaluation Score	Merit Increase
3.00-3.49	2%
3.50-4.19	3%
4.20-4.79	4%
4.80-5.00	5%

Salary Calculator

Current Annual Salary	281,257.60
Merit Increase Percentage	**5.00%**
Total Annual Increase	14,062.88
New Hourly Pay Rate	$141.98
New Pay Rate with Increase	**$295,318.40**

Department Head Approval — **Date**

Human Resources Approval — **Date**

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21080 **Agenda Date:** 11/4/2025 **Agenda No.:** 14.1.5.

SUBJECT:
Present Solid Waste Monthly Operations Report for September 2025

INITIATOR:
Mark Johnson, Director

DEPARTMENT:
Solid Waste

DESCRIPTION/BACKGROUND:
Monthly Operations Report for September 2025.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
For informational purposes only.

September 2025

Solid Waste Monthly Update



Airspace

Airspace Consumption and Remaining Totals:

Lifetime Consumed Airspace (Tons)	1,097,295.43	Actual % Airspace Consumed	41.56%
Actual Airspace Remaining (Tons)	**1,542,704.57**	**Actual % Airspace Remaining**	**58.44%**

Airspace Consumption by Fiscal Year (Tons):

Fiscal Year	Total YTD Tons Consumed	Year Over Year % Change	Months	Average Tons/Month	Average Monthly % Change
FY 18-19 **Continuing to landfill a portion of waste at Baseline Landfill*	22,009.50	No prior year data	4	5,502.38	No prior year data
FY 19-20 **Continuing to landfill a portion of waste at Baseline Landfill*	142,774.30	548.69%	12	11,897.86	53.75%
FY 20-21 **First year hauling 100% of waste to Heart of Florida*	170,514.65	19.43%	12	14,209.55	16.27%
FY 21-22	173,941.93	2.01%	12	14,495.16	1.97%
FY 22-23	186,937.74	7.47%	12	15,578.15	6.95%
FY 23-24	200,852.94	7.44%	12	16,737.75	6.93%
FY 24-25	**200,264.37**	**-0.29%**	**12**	**16,688.70**	**-0.29%**

Month Comparison (Tons):

Month	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	**FY24-25**
September	6,856.66	13,316.05	14,012.51	14,116.41	15,567.02	15,705.88	**16,495.70**

Department Metrics

- Gallons: 360,130
- Month Cost: $63,023

Leachate

- Tons: 356.42
- AMV: $60.00
- Month Cost: $34,982

Single Stream Recycling

- Pounds Collected: 115,260
- Work Orders Completed: 171

Litter

- Inbound Tons: 2,688
- Outbound Tons: 4,613
- Month Cost: $122,143

Yard Waste

- Transactions: 12,613
- Revenue: $464,433

Scale Transactions

- Inbound Tons: 193.80
- Outbound Tons: 126.08

Tires

- Loads: 653
- Tons Hauled: 15,916
- Ave Tons Per Load: 24.37

Waste Transportation to Heart of Florida Landfill

- Car Counts: 306,081
- Material Total (Tons): 5,342

Recycle Centers (All)

- Loads: 817
- Tons: 5,439

Collection Loads

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21073 **Agenda Date:** 11/4/2025 **Agenda No.:** 14.3.1.

SUBJECT:
Present Letter from Florida Department of Revenue - Rainbow Lakes Estates Truth in Millage Compliance

INITIATOR:
Audrey L. Fowler, Budget Director

DEPARTMENT:
Budget

DESCRIPTION/BACKGROUND:
Present letter from Florida Department of Revenue dated October 17, 2025, for the Rainbow Lakes Estates Municipal Service District stating that TRIM (Truth in Millage) Certification and Maximum Millage Levy Calculation Final Disclosure Requirements are in compliance.

BUDGET/IMPACT:
None.

RECOMMENDED ACTION:
Information Only.

Florida Department of Revenue
Property Tax Oversight

Jim Zingale
Executive Director

5050 West Tennessee Street, Tallahassee, FL 32399

floridarevenue.com

October 17, 2025

Kathy Bryant, Chairman
Rainbow Lakes Estates
Post Office Box 1030
Ocala, FL 34478

RE: Truth in Millage (TRIM) Certification

Dear Kathy Bryant:

The Department of Revenue (Department) has reviewed the millage certification documents submitted by your taxing authority. The Department found no violation of the certification requirements in subsections 200.065(1)-(4), (6)-(12), (14), and (15), Florida Statutes (F.S.), and therefore accepts the certification.

The Department also reviewed the maximum millage levy calculation final disclosure documents submitted by your taxing authority. The review included millage levying process documents and documents relating to the total taxes levied by your principal taxing authority, dependent special districts and municipal service taxing units (for counties). Based on the review of these documents, the Department determined that your taxing authority is in compliance with the requirements of maximum total taxes levied, and thus the maximum millage levy requirements of section 200.065(5), F.S.

Sincerely,

Rene Lewis

Rene Lewis, Program Director
Property Tax Oversight

GS/#78.16

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21102 **Agenda Date:** 11/4/2025 **Agenda No.:** 14.3.2.

SUBJECT:
Present Letter from Florida Department of Revenue - County Maximum Millage Levy Calculation Final Disclosure Compliance

INITIATOR:
Audrey L. Fowler, Budget Director

DEPARTMENT:
Budget

DESCRIPTION/BACKGROUND:
Present letter from Florida Department of Revenue dated October 20, 2025, for the Marion County Board of County Commissioners stating that the maximum millage levy calculation final disclosure requirements are in compliance.

BUDGET/IMPACT:
None.

RECOMMENDED ACTION:
Information only.

Florida Department of Revenue
Property Tax Oversight

Jim Zingale
Executive Director

5050 West Tennessee Street, Tallahassee, FL 32399

floridarevenue.com

October 20, 2025

Kathy Bryant, Chairman
Marion County Board of County Commissioners
Post Office Box 1030
Ocala, FL 34478

RE: Maximum Millage Levy Calculation Final Disclosure

Dear Kathy Bryant:

The Department of Revenue (Department) has reviewed the maximum millage levy calculation final disclosure documents submitted by your taxing authority. The review included millage levying process documents and documents relating to the total taxes levied by your principal taxing authority, dependent special districts and municipal service taxing units (for counties). Based on the review of documents submitted for these entities, the Department determined that your taxing authority is in compliance with the requirements of maximum total taxes levied, and thus the maximum millage levy requirements of section 200.065(5), Florida Statutes (F.S.).

This determination applies only to the maximum millage levy requirements of section 200.065(5), F.S. The Department will send a determination regarding the Truth in Millage certification requirements of s. 200.065, F.S., in a separate notice.

Sincerely,

Rene Lewis

Rene Lewis, Program Director
Property Tax Oversight

GS/#52.01

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21110 **Agenda Date:** 11/4/2025 **Agenda No.:** 14.3.3.

SUBJECT:
Present Letter from Florida Department of Revenue - County Truth in Millage Compliance

INITIATOR:
Audrey L. Fowler, Budget Director

DEPARTMENT:
Budget

DESCRIPTION/BACKGROUND:
Present letter from Florida Department of Revenue (DOR) dated October 21, 2025, for the Marion County Board of County Commissioners stating that TRIM (Truth in Millage) Certification has been accepted.

The DOR determined that the county committed minor infractions related to the Notice of Proposed Tax Increase advertisement where portions of the property tax levy were incorrectly stated. Staff has reviewed the documentation provided by the DOR and will ensure that additional steps are in place going forward to prevent a recurrence of these infractions.

BUDGET/IMPACT:
None.

RECOMMENDED ACTION:
Information only.

Florida Department of Revenue
Property Tax Oversight

Jim Zingale
Executive Director

5050 West Tennessee Street, Tallahassee, FL 32399

floridarevenue.com

October 21, 2025

Kathy Bryant, Chairman
Marion County Board of County Commissioners
Post Office Box 1030
Ocala, FL 34478

Re: Truth in Millage (TRIM) Certification

Dear Chairman Bryant:

The Department of Revenue (Department) has reviewed the millage certification documents that the Marion County Board of County Commissioners submitted under subsections 200.065(1)-(4), (6)-(12), (14), and (15), Florida Statutes (F.S.). The review of millage certification documents found the following infractions:

> Portions of the property tax levy in the Notice of Proposed Tax Increase advertisement required by s. 200.065 (3)(a), F.S., were incorrect (see attached copy for correct amount to advertise). The notice overstated last year's initially proposed tax levy and incorrectly stated the tax reductions because of value adjustment board and other assessment changes.
>
> Portions of the property tax levy in the Notice of Proposed Tax Increase advertisement required by s.200.065 (3)(a), F.S., were incorrect (see attached copy for correct amount.) The notice understated last year's actual tax levy. Understatement of the prior year's tax levy results in an overstatement of the increase in the levy.

These infractions may constitute noncompliance with the disclosure requirements in s. 200.065, F.S. However, because these infractions does not materially affect the disclosure requirements of the Truth in Millage (TRIM) laws, the Department accepts the certification.

The consequences of future noncompliance include the loss of state revenue sharing funds and ad valorem revenues in excess of the rolled-back rate. Therefore, the taxing authority must correct similar violations in all future submissions.

This determination applies only to the TRIM certification requirements in the listed subsections of s. 200.065, F.S. The Department will send a determination regarding the maximum millage levy requirements of s. 200.065(5), F.S., in a separate notice.

The Department trusts this information will assist you in preparing for and implementing the 2026 TRIM process. If you have questions or require assistance, please call Dianne Porter at (850) 617-8920 or contact the Property Tax Oversight program at Post Office Box 3000, Tallahassee, Florida 32315-3000.

Sincerely,

Rene Lewis

Rene Lewis, Program Director
Property Tax Oversight

GS/#52.01

52.01

Report: Ukrainian kids held in camps

Abducted children are being 'brainwashed' by Russia, investigators say

Cybele Mayes-Osterman and Francesca Chambers
USA TODAY

WASHINGTON – Russia is holding tens of thousands of kidnapped Ukrainian children in a sprawling, "potentially unprecedented" network of more than 200 militarization and "brainwashing" camps, according to a Sept. 16 report from a group of war crime investigators.

"What we're seeing is an industrialized network of re-education, aka brainwashing, to turn Ukrainian children into Russians and, in some cases, to turn certain Ukrainian children into soldiers," said Nathaniel Raymond, executive director of the Yale School of Public Health Humanitarian Research Lab, the group behind the report.

Russia's forcible transfer and reeducation of Ukrainian children, and in some cases militarization of them, is occurring at a much larger scale than was previously known, the lab's investigators found. They tracked the children to 210 sites, including summer camps, sanatoriums and military bases inside of Russia and occupied Ukrainian territories.

The youngest Ukrainian children, as young as 4 months old, are held in facilities with names like "forest fairy camp" and "teddy bear camp" where they are taught propaganda like retellings of the Russia-Ukraine war and forced to learn Russian folk songs and fairy tales, Raymond said.

At age 8 and up, they are forced into "cadet schools" and begin receiving junior ROTC-type training and as teenagers, they receive active military and combat training, the researcher said.

At all ages, the children are forbidden from speaking Ukrainian, he said.

The exact number of Ukrainian children who have been abducted by Russia since it launched a full-scale invasion of Ukraine in February 2022 is unknown. Ukraine's government estimates it at nearly 20,000 children, while past reports from the Yale lab have placed it at more than 35,000.

Raymond said the massive Russian operation is rivaled historically only during Nazi Germany and the Soviet Stalin regime. Many Ukrainian children are being held in the same locations – and, in at least one case, the exact same facility – where people abducted from the Baltic states during the Soviet-era "Operation Tidal Wave" in 1949 were also imprisoned, he added.

According to the report, military training was observed at approximately 40 of the locations and the programs included combat training and drone assembly.

While the researchers don't have evidence in hand that Ukrainian children are forced to fight for Russia in the war, Raymond said the lab made an important breakthrough in that direction when it identified a trench carved in the shape of a "Z" at one child militarization camp. "Z trenches," Raymond said, have been used more and more by both sides in the conflict because they guard against blasts from FPV, or first person view, drones.

The lab found that half of the locations they identified are managed by the Russian government. The other half are run by unknown or private operators, but "the true number of facilities affiliated with the government is likely higher," according to the report.

While some children were held at camps and returned home, others were kept indefinitely, the report says, and placed with Russian families who formally adopted them.

The lab sifted through publicly available data and commercially available satellite images to track the facilities.

The "breakthrough" in the investigation, according to Raymond: selfies that local Russian officials snapped with abducted Ukrainian children and posted online. Researchers extracted location data from the photos to track the kids through satellites and reconnaissance.

Ukrainian officials said the report provides irrefutable evidence that Russia is systemically deporting, illegally adopting, reeducating and militarizing children.

"It's now clear Russia plans to use Ukraine's own children as a 'weapon' against us and Europe more broadly," Andriy Yermak, who heads the office of president in Ukraine, said in a statement.

Yale's researchers said they shared the data with the United Nations Security Council, which Russia sits on. The lab has shared past data with the International Criminal Court, which issued arrest warrants in 2023 for Russian President Vladimir Putin and Maria Alekseyevna Lvova-Belova, a Russian official responsible for children's rights.

Russia denies that it is committing war crimes. Without mentioning Ukraine directly, first lady Melania Trump brought up the plight of children in an appeal to Putin in a letter her husband delivered to the Russian leader in August during their Alaskan summit. Ukraine has said the return of children must be part of any deal to end the war.

The research group had received funding through a U.S. State Department program until the Trump administration shut it off earlier this year, along with other programs it said were wasteful or did not align with American interests.

After outraged lawmakers warned the satellite imagery and biometric data used to track stolen children could be lost as a result, the State Department temporarily restored funds to allow for the information to be transferred. Ukrainian authorities hope to use archived data to bring children home and prosecute Russian officials responsible for the unlawful adoptions.



A boy holds up a sign during the March for the Children of Ukraine protest in London on June 1. War crimes investigators say Russia's forcible transfer and reeducation of Ukrainian children is occurring at a much larger scale than was previously known. JAIMI JOY/REUTERS

NOTICE OF PROPOSED TAX INCREASE

NPTI At 3.350 Mills

The Marion County Board of County Commissioners has tentatively adopted a measure to increase its property tax levy.

Last year's property tax levy:

A. Initially proposed tax levy....$ **273,753,187**

B. Less tax reductions due to Value Adjustment Board and other assessment changes.....$ 1,451,522 ~~**160,201,291**~~

C. Actual property tax levy.....$ ~~**113,551,896**~~ 272,301,665

This year's proposed tax levy..$ 307,261,521

All concerned citizens are invited to attend a public hearing on the tax increase to be held on

Monday, September 22, 2025

6:00 P.M.

at

Marion County Commission Chambers 601 S.E. 25th Avenue, Ocala Florida 34471

A FINAL DECISION on the proposed tax increase and the budget will be made at this hearing.

BUDGET SUMMARY
MARION COUNTY BOARD OF COUNTY COMMISSIONERS - FISCAL YEAR 2025-26
THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE MARION COUNTY BOARD OF COUNTY COMMISSIONERS ARE 16.9% MORE THAN LAST YEARS TOTAL OPERATING EXPENDITURES.

	Millage	GENERAL FUND	SPECIAL REVENUE FUNDS	DEBT SERVICE FUNDS	CAPITAL PROJECTS FUNDS	ENTERPRISE FUNDS	INTERNAL SERVICE FUNDS	TOTAL
ESTIMATED REVENUES:	Per $1000							
Ad Valorem Taxes								
General Fund	3.350	$ 121,346,332	$ 0	$ 0	$ 0	$ 0	$ 0	$ 121,346,332
Fine & Forfeiture Fund	0.830	0	30,064,913	0	0	0	0	30,064,913
County Transportation Maintenance Fund	0.000	0	0	0	0	0	0	0
Marion County Health Unit Trust Fund	0.110	0	3,984,507	0	0	0	0	3,984,507
Total Countywide Millage	4.290							
MSTU for Law Enforcement	3.720	0	101,755,995	0	0	0	0	101,755,995
MSTU for Fire Protection and Rescue Services	1.110	0	31,179,499	0	0	0	0	31,179,499
Rainbow Lakes Estates - Comm Res MSBU	0.850	0	213,737	0	0	0	0	213,737
Marion Oaks MSTU	1.020	0	2,028,015	0	0	0	0	2,028,015
Silver Springs Shores Special Tax District	3.000	0	1,255,002	0	0	0	0	1,255,002
Hills of Ocala MSTU for Recreation	0.180	0	70,451	0	0	0	0	70,451
Other Taxes		2,224,741	22,450,788	3,923,721	62,306,166	0	0	90,905,416
Permits, Fees and Special Assessments		2,850	169,309,996	583,536	0	34,795,819	0	204,692,201
Intergovernmental Revenues		59,857,001	49,375,463	0	0	14,482,171	0	123,714,635
Charges for Services		48,462,516	10,854,362	0	0	49,641,015	53,502,873	162,460,766
Fines and Forfeitures		374,300	342,950	0	0	0	0	717,250
Miscellaneous Revenues		31,114,525	11,706,609	666	4,668,585	8,088,490	3,970,700	59,549,575
Other Financing Sources		4,713,924	35,237,328	0	0	0	0	39,951,252
Total Revenues and Other Financing Sources		$ 268,096,189	$ 469,829,615	$ 4,507,923	$ 66,974,751	$ 107,007,495	$ 57,473,573	$ 973,889,546
Cash Balances Brought Forward		101,704,299	241,384,730	2,818,211	176,053,595	142,465,774	18,554,073	682,980,682
Total Estimated Revenues and Balances		$ 369,800,488	$ 711,214,345	$ 7,326,134	$ 243,028,346	$ 249,473,269	$ 76,027,646	$ 1,656,870,228
EXPENDITURES / EXPENSES								
General Government Services		$ 101,742,871	$ 7,527,679	$ 0	$ 0	$ 0	$ 65,407,027	$ 174,677,577
Public Safety		144,404,289	242,979,758	0	51,901,641	0	0	439,285,688
Physical Environment		1,756,804	31,145,097	0	0	173,968,587	0	206,870,488
Transportation		2,290,738	204,197,773	0	172,907,063	0	0	379,395,574
Economic Environment		2,532,091	20,509,456	0	0	0	0	23,041,547
Human Services		37,875,281	95,420,564	0	15,150,185	0	0	148,446,030
Culture/Recreation		33,785,441	8,954,789	0	50,337	0	0	42,790,567
Debt Service		336,264	250,001	4,522,877	0	7,541,864	0	12,651,006
Court Related Expenditure		12,650,748	7,970,012	0	0	0	0	20,620,760
Other Financing Uses		8,505,600	4,713,924	0	0	0	0	13,219,524
Total Expenditures / Expenses		$ 345,880,127	$ 623,669,053	$ 4,522,877	$ 240,009,226	$ 181,510,451	$ 65,407,027	$ 1,460,998,761
Reserves		23,920,361	87,545,292	2,803,257	3,019,120	67,962,818	10,620,619	195,871,467
Total Appropriated Expenditures and Reserves		$ 369,800,488	$ 711,214,345	$ 7,326,134	$ 243,028,346	$ 249,473,269	$ 76,027,646	$ 1,656,870,228

OF-42554719

THE TENTATIVE, ADOPTED AND/OR FINAL BUDGETS ARE ON FILE IN THE OFFICE OF THE ABOVE REFERENCED TAXING AUTHORITY AS A PUBLIC RECORD

Example of Tax Increase Advertisement when Last Year's Actual Levy Less Than Initially Proposed Levy

Use 100 percent of tax levies in the advertisement, as in the example below.

NOTICE OF PROPOSED TAX INCREASE

The *(name of taxing authority)* has tentatively adopted a measure to increase its property tax levy.

Last year's property tax levy:

A. Initially proposed tax levy	$	47,969
B. Less tax reductions due to Value Adjustment Board and other assessment changes	$	3,833
C. Actual property tax levy	$	44,136
This year's proposed tax levy	**$**	**49,740**

All concerned citizens are invited to attend a public hearing on the tax increase to be held on:

(DATE)
(TIME)
at
(MEETING PLACE)

A FINAL DECISION on the proposed tax increase and the budget will be made at this hearing.

To complete the above ***Notice of Proposed Tax Increase*** advertisement, use the information from the following forms:

Last year's proposed tax levy:

A. $47,969 **Prior year Form DR-420**, line 25

B. $ 3,833 Subtract line C from line A to calculate line B

C. $44,136 **Current year Form DR-420**, line 11 (sum of all **Forms DR-420** line 11 if you have MSTUs or dependent special districts)

This year's proposed tax levy:

$49,740 (current year's tentatively adopted millage rate x current year gross taxable value) ÷ 1,000 (line 4, current year Form DR-420)

If the tentatively adopted millage rate is **the same as** the proposed millage rate, use the current year **Form DR-420**, line 25, as shown on next pages.

NOTICE OF PROPOSED TAX INCREASE

The 52.01 Marion County Board of County Commissioners has tentaiv ely adopted a measure to increase its property tax lev y.

<------ GREATER THAN 0.00, USE THIS AD

Last year's property tax lev y:

A.	Initially proposed tax lev y	$	273,753,187	(From Previous Year General Fund DR-420 Line 25)
B.	Less tax reductions due to Value Adj ustment Board and other assessment changes	$	1,451,522	
C.	Actual property tax lev y	$	272,301,665	(Total of all Current Year DR-420 Line 11s)
	This year's proposed tax lev y	$	307,261,522	(Current Year DR-420 Line 25 if adopting proposed millages) - recompute any LOWERED millage ((DR420 Line 4 * lowered millage) / 1000)

All concerned citizens are inv ited to a public hearing on the tax increase to be held on (date and time) at (meeting place, include full address).

A FINAL DECISION on the proposed tax increase and the budget will be made at this hearing.

OR (NOT BOTH)

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21129 **Agenda Date:** 11/4/2025 **Agenda No.:** 14.3.4.

SUBJECT:
Present Report No. 2025-03 Revenue Control Review of Southeastern Livestock Pavilion

INITIATOR: **DEPARTMENT:**
Sachiko Horikawa, Internal Audit Director **Clerk of Courts**

DESCRIPTION/BACKGROUND:
Pursuant to our annual audit plan for the calendar year 2024, we have completed an internal control review of the Southeastern Livestock Pavilion (SELP), which operates under the Marion County Parks and Recreation Department with emphasis on financial activities.

Overall, while foundational policies and controls exist at SELP for administration of financial related activities, we found that there are opportunities for improvement.

In our review of the processes and internal controls, we noted application of informal historical practices that did not align with the fee resolutions approved by the Board of County Commissioners (Board), lack of standardized documentation, limited staff understanding of policies and regulations. Strengthening the controls will improve compliance with the Board-approved resolutions, enhance financial effectiveness, and promote greater accountability and transparency.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
None, informational purposes only

GREGORY C. HARRELL
CLERK OF COURT AND COMPTROLLER – MARION COUNTY, FLORIDA

Revenue Control Review of

Southeastern Livestock Pavilion

Parks and Recreation Department

Report No. 2025-03

October 22, 2025

Issued To:
The Honorable Board of County Commissioners
Mounir Bouyounes, County Administrator

Sachiko Horikawa, CPA, CIA, CISA, CRMA
Internal Audit Director

Engagement Team
Lucy Alonso, Staff Auditor
Nayla Gonzalez, Staff Auditor
Mynor Reyes, Staff Auditor
Sachiko Horikawa, Internal Audit Director

REPORT ABBREVIATIONS AND TERMS

Terminology	Abbreviation
Board of County Commissioners	Board
Florida Department of Revenue	FDOR
Management of the Southeastern Livestock Pavilion	Management
Non-Profit Organization	NPO
Southeastern Livestock Pavilion	SELP
Standard License Agreement	SLA
Standard Operating Procedure	SOP
Tax Information Publication	TIP
Tourist Development Tax	TDT

EXECUTIVE SUMMARY

Pursuant to our annual audit plan for the calendar year 2024, we have completed an internal control review of the Southeastern Livestock Pavilion (SELP), which operates under the Marion County Parks and Recreation Department with emphasis on financial activities.

Overall, while foundational policies and controls exist at SELP for administration of financial related activities, we found that there are opportunities for improvement.

In our review of the processes and internal controls, we noted application of informal historical practices that did not align with the fee resolutions approved by the Board of County Commissioners (Board), lack of standardized documentation, limited staff understanding of policies and regulations. Strengthening the controls will improve compliance with the Board-approved resolutions, enhance financial effectiveness, and promote greater accountability and transparency.

We also evaluated the performance against the two departmental goals set by the SELP for FY 2024-2025: 1) 50% of events are agriculture related that are hosted at the facility; 2) Campground occupancy rate above 25%. We found that SELP exceeded Goal 1 but did not meet Goal 2. The newly-built RV campsite has been underutilized and has more revenue potential if the County could invest more in amenities and if the reservation system was more convenient for the users (See Observation 5 for more discussion).

The areas we reviewed are summarized in a table below.

Areas Reviewed	Results
Goal 1 - 50% of events are agriculture related that are hosted at the facility	No Exception
Goal 2 - Campground occupancy rate above 25%	Observation 5
Compliance with laws, rules and regulations: Fee Resolutions, Standard License Agreement (SLA), Tourist Development Tax, Sales Tax	Observation 1 Observation 2 Observation 3 Observation 4 Observation 6 Observation 9
Appropriate documentation of transactions – Transmittals and supporting documentation	Observation 8
Appropriate documentation of transactions – Tax exemption	Observation 7
Appropriate documentation of transactions –Void transactions	No Exception

Overview of Opportunities for Improvement		
#	**Summary**	**Management Response and Status**
1	If the Board wishes to continue to waive the requirements historically provided to certain organizations, which are currently policy violations, it should be formalized to mitigate the County's risk and liability.	Agreed (Implementation in Progress)
2	Strengthening adherence to the Fee Resolutions and staff training will improve contract management, operational efficiency, and financial stewardship.	Agreed (Implementation in Progress)
3	Aligning Exhibit "A" Fee Schedule with its respective Fee Resolution leads to more accurate and appropriate charges for Non-Profit Organizations (NPOs).	Agreed (Implementation in Progress)
4	Compliance with the fee resolution for NPOs may lead to increased revenue retention and improved policy consistency.	Agreed (Implementation in Progress)
5	Investing in more amenities and making the reservation system more convenient for the users may increase the return on investment and the value delivered to the community.	Agreed (Not Yet Implemented)
6	Addressing invoicing discrepancies and tax miscalculations will lead to more reliable financial reporting, compliance with state tax codes, and stronger internal controls.	Agreed (Implementation in Progress)
7	Establishing proper tax exemption documentation will help ensure the appropriate approval thereby strengthening compliance and reducing the organization's exposure to financial risks such as penalties, fines, and retroactive tax liabilities.	Agreed (Implementation in Progress)
8	Enhancing transmittal review and documentation may lead to stronger internal controls and reduced financial risk.	Agreed (Implementation in Progress)
9	Enhancing documentation practices and consistently enforcing cancellation terms in the Campground License Agreement will lead to stronger policy compliance and more consistent and appropriate refund decisions.	Agreed (Implementation in Progress)

It is important to emphasize that this audit does not guarantee that all areas for improvement were noted. Our audit focus was on the adequacy of the internal controls. Non-compliance or irregularities, not included in this report, could exist because this audit did not include a review of all records and actions of the Department.

We would like to thank the employees and management of the SELP, Parks & Recreation Department as well as the Finance Department for their cooperation during the audit.



Figure 1: SELP Master Plan



Figure 2: SELP Covered Arena

BACKGROUND

This audit was performed pursuant to our annual audit plan for the calendar year 2024. The Southeastern Livestock Pavilion (SELP), established in 1945, has been a landmark in Ocala and remains one of Marion County's premier agricultural showplaces. SELP serves as one of the County's premier venues for livestock exhibitions, equine events, and agricultural shows. The facility includes two covered arenas, an indoor sales arena with stadium seating for 800, a 226-stall concrete barn, a recreational hall, and the Extension Auditorium. SELP operates with a core objective of ensuring that at least 50% of its hosted events are agriculture-related, in line with its mission to support and promote the County's agricultural community.

In Fiscal Year 2024, SELP hosted 275 events, generating $247,847 in rental revenue. These revenues include all fees collected from agricultural and equine shows, livestock sales, and special events held on the premises.

In the same year, SELP expanded its campground capacity by adding 66 new campsites to allow guests to stay on-site during events and offer visitors to Marion County a centralized location near downtown Ocala and nearby tourism attractions. These additions brought the total number of campsites to 122, complementing the 56 sites previously designated for event holders.

Marion County Administration allocated $1.9 million to fund the project, with the goal of improving campground amenities for County residents and visitors. The Florida Department of Agriculture and Consumer Services supplemented this effort with a $1 million grant.

Through this investment, SELP aims to meet the 25% campground occupancy rate outlined in its Fiscal Year 2025 Mission and Vision goals.



Figure 3: SELP Main Entrance

The following graph depicts a five-year trend analysis of SELP (Fiscal Years 2020 - 2024):

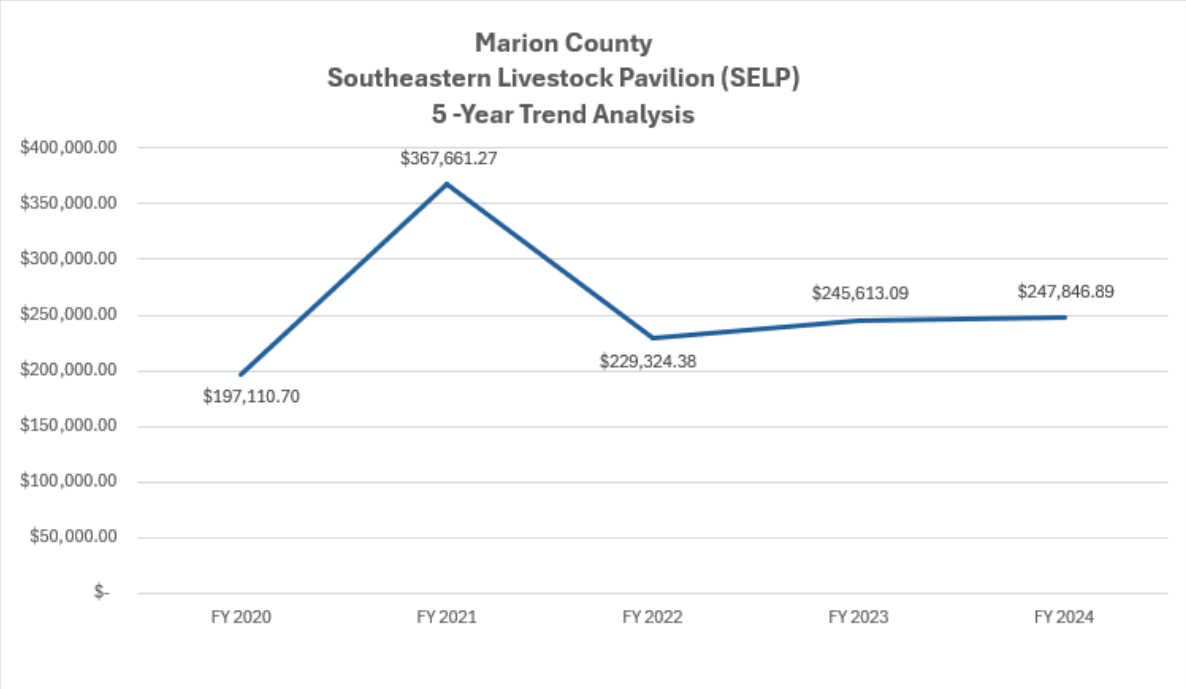


Figure 4: SELP five-year trend Analysis (Fiscal Year 2020-2024)

OBJECTIVE, SCOPE AND APPROACH

Our audit objectives were to determine whether 1) SELP, which operates under the Parks and Recreation Department, had adequate internal controls over collection and reporting of revenue; 2) SELP was in compliance with the applicable laws and regulations, County and departmental policies; and 3) SELP had met its established departmental performance goals.

The scope of the audit was from January 1, 2024 through March 31, 2025.

Our approach included reviews and tests of records, analyses, interviews with the employees, unannounced cash counts, as well as observations of the sites.

OPPORTUNITIES FOR IMPROVEMENT

Observation 1 – If the Board wishes to continue to waive the requirements historically provided to certain organizations, which are currently policy violations, it should be formalized to mitigate the County's risk and liability.

We found that SELP has been waiving all obligations typically required by the event holders —including filling out an event agreement form, usage fees, security deposits, and insurance requirements—for certain event holders based on informal, undocumented, historical arrangements. There is no formal policy or written agreement in place to support or govern these arrangements that may justify these waivers. These exceptions are violations of the Board policy in place.

Best practices stipulate to strengthen internal control:

- Establish and formalize a clear, documented policy, including specific criteria and defined approval processes.
- Document all agreements.
- Implement a centralized system for recording, tracking, and archiving agreements.
- Conduct periodic reviews of agreements to ensure they remain valid and comply with applicable policies and/or resolutions.

SELP staff stated that three (3) NPOs have historically not been charged any fees nor required to have insurance, a practice that began prior to Management assuming responsibility for SELP operations in December 2014.

Management acknowledges that granting full waivers—including paperwork, usage fees, security deposits, and insurance requirements—to the three organizations must be properly documented and receive formal approval from the County Administrator and/or the Board. Such waivers represent a significant liability to the County.

Granting waivers—including filling out an agreement, usage fees, security deposits, and insurance requirements—without formal policy increases the County's financial and liability exposure. These undocumented arrangements create potential inequities among event holders, reduce transparency, and weaken accountability. The lack of clear policy and oversight also raises the risk of inconsistent application of fees and possible misuse of County resources.

We recommend that Management:

1. Consult the Legal Department to determine actions, processes and documentation requirement to mitigate the County's risk and liability exposure to an appropriate level.

2. Once appropriate actions are identified, have the Board approve them as a policy.

3. Provide staff training for the new policy.

4. Implement a centralized tracking system to record and archive all current and future fee waivers, including supporting documentation and approval records.

5. Conduct periodic reviews of all active fee waiver agreements to ensure they remain in compliance with County policies and address any potential liability concerns.

Update: SELP is currently working with each identified event holder and the County's Legal Department to create an appropriate agreement that will ensure compliance. The anticipated target date is September 30, 2025.

Management Response:

The historical contributions, in-kind donations, and ongoing support from the Cattlemen's Association, Cattlewomen's Association, and Roadbuilders Association have been essential in making SELP the facility it is today. These organizations bring an agriculture and educational component to SELP that has impacted this community for decades. Their continued partnership warrants unique consideration.

1. To address the policy concern, department staff will work with the event organizers, the County Attorney, and County Administration to determine the appropriate path forward.

2. All waivers will either be formally incorporated within the SELP Fee Resolution or authorized through separate written agreements approved by the Board. This will eliminate inadvertent violations and ensure policy compliance.

3. The SELP Manager will provide training to SELP staff for all new/updated policies, Resolutions, etc. upon their approval by the department Director or Board. SELP staff will review policies and Fees Resolution annually to ensure a thorough understanding and to determine if the policies/Resolution are all still current or if they require additional revision.

4. The SELP Manager will create and implement a tracking system in SharePoint to be utilized to track all events with fee waivers. SELP staff will be trained on the document. All supporting documentation for each event, including fee waivers will be stored in EventPro.

5. The SELP Manager will conduct a review of all fee waiver requests to ensure compliance with County policies. Any deficiencies in paperwork will be addressed by staff immediately before the event takes place.

Implementation Status: Implementation in Progress.

Implementation Target Date: August 31, 2026

OPPORTUNITIES FOR IMPROVEMENT

Observation 2 – Strengthening adherence to the Fee Resolutions and staff training will improve contract management, operational efficiency, and financial stewardship.

Resolution No. 24-R-51, effective February 20, 2024, and its successor, Resolution No. 25-R-36, effective January 21, 2025, specifies the following:

1. Event holders must submit a security deposit equal to 50% of the daily rental fee or $1,000 for High Demand Events.

2. Specific entities which can be exempted from fees.

3. Fee waiver criteria for NPOs (weekday vs. weekend).

4. "High Demand" events criteria, which increases the security deposit requirement:
   - more complex setup;
   - assistance throughout the event duration;
   - attendance over 100 individuals;
   - more clean-up/tear-down process.

SLA specifies the following:

1. The deposit amount must either be the amount specified in the SLA or 25% of the total estimated usage charges, whichever is greater.

2. All payments are due no later than two (2) weeks prior to the scheduled event.

3. Certificate of Insurance has to be submitted at least 10 days prior to the event.

4. Minimum liability coverage of $200,000 for Auditorium rentals and $1,000,000 for Covered Arena rentals.

5. Designate the Board of County Commissioners as both "additional insured" and "a certificate holder."

6. Failure to provide the required insurance certificate will result in automatic cancellation of the event and forfeiture of the security deposit.

I. Refundable Security Deposit:

We found that 60% (12 out of 20) of the sampled event hosts did not meet the security deposit requirements outlined in the applicable Fee Resolutions, which require either 50% of the daily rental fee or a $1,000 deposit for High Demand Events. In six (6) cases, the deposit submitted was below the required amount. In the other six (6), the security deposit was entirely waived even though those event hosts did not meet the exemption criteria

specified in Section 7 of the Fee Resolution.

We also identified a discrepancy between the security deposit requirements, as the Resolution stipulates either 50% of the daily rental fee or a $1,000 deposit for High Demand Events, while the SLA specifies 25%, resulting in contradicting guidance.

II. Timely Payments:

We found that 55% (11 out of 20) of the sampled event hosts did not comply with the payment timeline outlined in the SLA, which requires the usage fee to be paid no later than two weeks prior to the event.

Of these 11 cases:

- 27% (3 of 11) submitted payment less than two (2) weeks before their scheduled event.
- 55% (6 of 11) submitted payment after the event, missing the two-week advance payment deadline by 17 to 70 days.
- In 18% of the cases (2 of 11), SELP waived the Usage Fee for the event hosts who did not meet the exemption criteria specified in Section 7 of the Fee Resolution.

III. Insurance Requirements:

We found that 65% (13 out of 20) of the events reviewed did not fully comply with the insurance documentation requirements outlined in the SLA.

IV. Unexecuted SLA:

We also found that SELP did not fully execute one of the License Agreements we sampled. The unexecuted agreement did not have the signatures of the SELP Manager and the Parks Director, along with the corresponding execution dates, but this appeared to be an isolated incident.

SELP provided the following as explanations:

1. SELP staff used a fee schedule from the SLA that did not align with the Fee Resolution thereby causing them to collect incorrect security deposit amounts.
2. The security deposit requirement discrepancy between the Resolution (50%) and the SLA (25%) was due to an oversight.
3. SELP staff misinterpreted that NPOs were required to pay only a set-up fee and waived a security deposit.
4. It is their practice to bill the organizers after the event was over as stalls, RV spots, and vendors are counted the day of the event.

5. Non-compliance with the insurance requirements was due to an oversight and lack of system generated automatic reminders.
6. One (1) unexecuted SLA was due to an oversight.
7. The events that we sampled did not represent high demand events.

We believe insufficient oversight and enforcement mechanisms, such as the lack of an event compliance checklist or centralized monitoring system, caused weaknesses in contract management.

The inconsistent applications and lack of enforcement of various requirements expose SELP and the County to financial and reputational risks.

Accepting payments from event holders after the event date increases the risk of uncollected receivables, especially if the event holder refuses to pay or challenges the final amount. This also opens the door to disputes over services provided, damage charges, or cleanup costs that are more difficult to enforce after the fact.

Non-compliance with the insurance requirements exposes SELP to liability for medical costs, legal claims, or repair expenses in the event of accidents, injuries, or property damage during events.

Inconsistent enforcement of the requirements may increase a reputational risk for the county such as being accused of favoritism.

The discrepancy between the Fee Resolution and the SLA causes confusion for the staff and the customers. This misalignment has led to inconsistent charges to event holders and delayed invoicing.

We recommend the following:

1. Conduct a thorough review of the Fee Resolution and SLA to identify and resolve any discrepancies.
2. Implement a standardized security deposit matrix that aligns with the Fee Resolution.
3. Provide comprehensive training to staff involved in event scheduling, invoicing processes, and managing the SLA requirements.
4. Require documented approval for any exceptions to the security deposit requirement, with written justification maintained in the corresponding event file.
5. Abide by and enforce the requirements stated in the SLA.
6. If available and cost beneficial, upgrade or configure the EventPro event management software to enable real-time tracking of fees, security deposits, and insurance compliance, ensuring timely follow-up and reducing manual oversight errors.

Management Response:

1. The SELP Manager will provide training to SELP staff for all new/updated policies, Resolutions, etc. upon their approval by the department Director or Board. SELP staff will review policies and Fees Resolution annually to ensure a thorough understanding and to determine if the policies/Resolution are all still current or if they require additional revision.

   The Fees Resolution will be reviewed annually by the SELP administrative team, in cooperation with senior leadership within the Parks & Recreation Department. In addition to this review process, the Fees Resolution will also be reviewed by the Parks & Recreation Advisory Council moving forward to add an additional layer of review before it is presented to the Board for approval.

   The Fees Resolution and Fee Schedule will be enforced and all requests for exceptions will follow established policies, which will include obtaining signed approval from either the SELP Manager or department Director.

2. The Fee Resolution and fee schedule will be updated to more clearly define high-demand events and the process for security deposits for both non-profit and for-profit organizations. The standard practice is to waive security deposits for non-profit organizations. This practice will be incorporated within the revised Fee Resolution to ensure compliance, consistency, and formal authorization by the Board.

3. The department will implement mandatory annual staff training on Fee Resolutions and contract procedures, beginning Fiscal Year 2026. Attendance will be documented to demonstrate compliance.

4. Documentation for all security deposit exceptions or deposits being rolled over will be documented customers file in Event Pro.

5. The SELP Manager will provide training to SELP staff for all new/updated policies, Resolutions, etc. upon their approval by the department Director or Board. SELP staff will review policies and Fees Resolution annually to ensure a thorough understanding and to determine if the policies/Resolution are all still current or if they require additional revision.

6. Additional EventPro modules are being researched and purchased to streamline processes, create automated reminders, generate checklists, store documents, and manage booking requests. The SELP facility application has also been added to the County website with event hosting details

Implementation Status: Implementation in Progress.

Implementation Target Date: August 31, 2026

OPPORTUNITIES FOR IMPROVEMENT

Observation 3 – Aligning Exhibit "A" Fee Schedule with its respective Fee Resolution leads to more accurate and appropriate charges for NPOs.

We found that SELP's Fee Resolution 25-R-36 *Exhibit "A" Fee Schedule* does not align with that resolution's Section 8 regarding how much to charge an NPO.

According to the Resolution:

- Section 8 states:
    - The NPO shall pay a $300 set up fee for the Auditorium and 50% of the current rate for the arenas.
    - Fee waivers apply to weekday rentals only.
    - Rentals taking place during the weekend will pay the full rate.
- Exhibit "A" Fee Schedule table, the NPO is to be charged a flat $300 regardless of the venue or day of the week.

Management stated that this was due to an oversight and were unaware of the inconsistency between Section 8 of the Fee Resolution and Exhibit "A" of the Fee Schedule regarding charges for NPOs using SELP facilities.

The inconsistency between SELP's Fee Resolution 25-R-36 Section 8 and Exhibit "A" Fee Schedule has resulted in incorrect invoicing practices for NPOs, mostly undercharging for events. The misalignment creates a risk of noncompliance with board-approved policies, potential financial loss, and fairness in fee administration.

We recommend that Management:

1. Conduct a full review of the current Fee Resolution and Fee Schedule to identify and correct inconsistencies.

2. Submit a formal request to the Board of County Commissioners to approve an updated Fee Resolution.

3. Implement an additional review layer for all future resolutions to prevent similar oversights and ensure consistency across documents.

Management Response:

1. The language regarding Non-Profit Organizations within the Fee Resolution and Fee Schedule will be revised to clearly align with standard operating procedures. The revised verbiage will specify that non-profits are exempt from paying a security deposit, except in cases where the event is classified as a high-demand event.

2. The revised Fees Resolution and Fee Schedule will be presented to the Board for

approval during the second meeting of January 2026.

3. The Fees Resolution will be reviewed annually by the SELP administrative team, in cooperation with senior leadership within the Parks & Recreation Department. In addition to this review process, the Fees Resolution will also be reviewed by the Parks & Recreation Advisory Council moving forward to add an additional layer of review before it is presented to the Board for approval.

Implementation Status: Implementation in Progress.

Implementation Target Date: August 31, 2026

OPPORTUNITIES FOR IMPROVEMENT

Observation 4 – Compliance with the fee resolution for NPOs may lead to increased revenue retention and improved policy consistency.

According to Section 2 of Resolution Numbers 24-R-51 and 25-R-36, "[t]he Parks & Recreation Director, with approval from the County Administrator, may reduce fees and provide discounts toward the fees for use of the Southeastern Livestock Pavilion for the purpose of marketing and promotion. The reduction of fees for other purposes may be approved by the County Administrator or designee."

We found that SELP was inconsistent in applying fees to non-profit organizations, inaccurately granting 57% of the time (4 out of 7) either full waivers or 50% discount, none of which has documented approval by the County Administrator, as required by Section 2 of the Fee Resolution. We calculated $10,100 in lost revenue from the seven (7) samples alone due to non-compliance with the Fee Resolution.

For three (3) organizations that received full fee waivers for which there was no documented approval by the County Administrator, Management indicated that the SELP staff were unaware or did not understand the importance of the policies in place in addition to lack of oversight.

For one (1) entity that received a 50% discount during the weekend, SELP staff explained that this was approved by the County Commissioners; however, they could not provide any document or a meeting date to support the approval.

Inconsistent application of fee waivers and discounts to non-profit organizations, without documented approval from the County Administrator as required by the Fee Resolution, undermines the established financial controls and oversight, increases the risk of unauthorized fee reductions, and exposes SELP to revenue loss.

We recommend that Management:

1. Provide formal training to SELP staff on applicable policies and procedures, including the approval process for fee waivers, criteria for non-profit qualification, and how to determine appropriate fee rates based on event dates.
2. Establish a standardized documentation process for all fee waivers and discounts, enforcing written approval from the Park's Director and from the County Administrator before applying any reductions.
3. Implement a verification step to confirm that all fee adjustments are supported by appropriate documentation before finalizing event License Agreements.
4. Require SELP staff maintain records of all approvals of exceptions from the Fee Resolution, including those by County Commissioners, with corresponding dates and authorization details for audit and compliance purposes.

Management Response:

1. The SELP Manager will provide training to SELP staff for all new/updated policies, Resolutions, etc. upon their approval by the department Director or Board. SELP staff will review policies and Fees Resolution annually to ensure a thorough understanding and to determine if the policies/Resolution are all still current or if they require additional revision.

2. Department staff will revise the Fees Resolution to more clearly define standard practices and ensure they are formally authorized.

3. All fee waiver and fee adjustment requests received by SELP staff must be reviewed and approved by the Director or his/her designee prior to finalizing any event License Agreement. Each request must include written justification outlining the reason for the waiver or adjustment, the amount or percentage being waived, and any supporting documentation. Once approval has been granted, these communications must be dated and stored in the customer's EventPro file to ensure a clear and traceable record. To promote consistency, transparency, and accountability, SELP staff are also required to complete a Fee Waiver and Adjustment Review Checklist for each request. The checklist will serve as verification that all required documentation has been submitted, that the request aligns with departmental policy and established fee schedule guidelines, that formal approval by the Director or designee was obtained before the License Agreement is finalized, and that all relevant records have been properly uploaded into EventPro. The completed checklist shall be retained electronically within the corresponding customer file and made available for review during internal audits or quality assurance evaluations.

4. The tracking of waived fees will include all requests, including those for official County use, requests from other municipal organizations, non-profits, private businesses, etc.

   The SELP Manager will create and implement a tracking system in SharePoint to be utilized to track all events with fee waivers. SELP staff will be trained on the document. All supporting documentation for each event, including fee waivers will be stored in EventPro.

Implementation Status: Implementation in Progress.

Implementation Target Date: August 31, 2026

OPPORTUNITIES FOR IMPROVEMENT

Observation 5 – Investing in more amenities and making the reservation system more convenient for the users may increase the return on investment and the value delivered to the community.

According to the Fiscal Year 2025 Adopted Budget Book, one of SELP's departmental goals is to exceed a 25% campground occupancy rate for the available 122 Recreational Vehicle campsites.

We found that SELP's campsites occupancy rate for October 2024 through March 2025 stands at 0.95% for the total campsites, significantly below the 25% targeted rate.

The low campground occupancy rate results in low revenue which in turn affects SELP's overall financial performance and its ability to self-sustain ongoing operational and maintenance costs. If the revenue was not sufficient to self-sustain, dependency on the General Fund for running the campsites would become inevitable.

We performed a return on investment[1] analysis of the newly built 66 Campsites which represented a 0.82% occupancy rate (first 6 months since the opening). With an assumption that fixed annual expenses would be 40% of the annual revenue, the analysis projected it could take over 300 years to recover the capital invested to build the sites ($1 million via a State grant, $1.9 million by the County). Contrarily, if SELP could meet the 25% occupancy rate, the recovery period could be less than 11 years. At a 50% occupancy rate, the recovery period may be as short as 5.4 years.

SELP staff listed the following contributing factors for not meeting the goal:

- lack of marketing
- lack of signage
- lack of online reservation system (currently, customers can make reservations during the business hours only when staff are available)
- lack of amenities
- no Wi-Fi
- no showers or restrooms

The cause for not implementing actions to mitigate the contributing factors is lack of funding, especially to build infrastructures.

[1] The return on investment analysis:
1) assumed the nightly rate would not increase;
2) did not account for additional capital required for site improvements.

We recommend that Management secure more funding to develop and implement an action plan to attract more customers by:

1. Advertising the campground campsites.

2. Adding adequate campsite signage.

3. Establishing an online reservation system.

4. Evaluating potential amenities.

These efforts will help increase the occupancy rates, improve revenue generation, and ensure more effective use of the County assets.

Management Response:

The Department will implement a phased improvement plan for the RV Campground to enhance the guest experience, increase occupancy, amenities and highlight SELP's location as the closest campground to downtown Ocala's events, restaurants, and amenities. In addition, safety and convenience will be addressed by installing a pedestrian access gate and enhanced security lighting. Updated campground rules, pricing, and cancellation policies will be published, and customer feedback will be collected through online surveys and reviewed quarterly to guide future improvements.

Staff will launch an updated online booking portal through EventPro with an interactive map for site selection, update the SELP website and marketing materials to emphasize proximity to downtown Ocala, and install improved signage throughout the campground. Updated campground rules, pricing, and cancellation policies will be published, and customer feedback will be collected through online surveys and reviewed quarterly to guide future improvements.

Implementation Status: Not Yet Implemented.

Implementation Target Date: November 30, 2027

OPPORTUNITIES FOR IMPROVEMENT

Observation 6 – Addressing invoicing discrepancies and tax miscalculations will lead to more reliable financial reporting, compliance with state tax codes, and stronger internal controls.

The Administrative Code 12A-1.0161(6) requires transactions to be identified separately and clearly between taxable and non-taxable items when there are different tax treatments.

The collected taxes should be based on the following State of Florida tax rates:

1. Mixed Transaction Rule Summary

Topic	Summary
Taxable & Non-Taxable Mix	Charges must be separately identified and stated for taxable and non-taxable components.
Presumption of Taxability	If charges are not separated, the entire transaction is presumed taxable.
Burden of Proof	The seller or purchaser must provide documentary evidence (e.g., time sheets, receipts) to prove exempt portions.
Department Authority	The Florida Department of Revenue (FDOR) can adjust taxable/exempt portions if inaccurately stated, using substantial competent evidence.

2. Campsite Rental – Applicable Tax Rates in Marion County

Tax Type	Rate	Effective Date	Reference
TDT (Tourist Development Tax)	4.0%	November 1, 2015	FDOR DR-15TDT R.03/25
State Sales Tax	6.0%	Ongoing	2021 Fla. Stat. § 212.03(1)(a)
Local Option Surtax	1.5%	January 1, 2025	FDOR TIP (Tax Information Publication) No: 24A-01-18 (1% before 1/1/2025)
Total (2025 forward)	**11.5%**	January 1, 2025	Combined: 6% + 4% + 1.5%

3. Auditorium/Arena Rental – Applicable Tax Rates in Marion County

Tax Type	Rate	Effective Date	Reference
State Sales Tax Rate	5.5%	Before Dec 1, 2023	2020 Revision: Fla. Stat. § 212.031
State Sales Tax Rate (Amended)	4.5%	December 1, 2023	FDOR TIP No: 23A01-20
State Sales Tax Rate (Amended)	2.0%	June 1, 2024	FDOR TIP No: 24A01-02
Local Option Surtax	1.5%	January 1, 2025	FDOR TIP No: 24A01-18 (1% before 1/1/2025)
Total (2025 forward)	**3.5%**	January 1, 2025	Combined: 2.0% + 1.5%

We found that:

1. SELP's invoices contained errors that remained unfixed in EventPro but were corrected on the transmittals, which created disagreement between the two documents.
2. Invoice structures were not compliant with the Florida Administrative Code which requires identifications of taxable transactions from non-taxable one.
3. SELP inaccurately calculated the TDT and Sales Tax reported on the transmittals to Finance. For the sample we reviewed, it resulted in undercharged $56.80 for TDT and $36.10 for sales tax for rented campsite sales. Additionally, SELP overcharged $225 in sales taxes on a usage fee for an event holder.

Inaccurate invoices, incorrect tax calculations, and non-compliance with the state tax rules have led to both undercharges and overcharges. These errors create discrepancies between invoices and transmittals, delay revenue recognition, and place an added burden on Finance to correct reporting. They also reflect weak controls, insufficient staff training, and lack of communication between SELP and Finance Department.

Best practices stipulate to strengthen internal control:

- Correct invoice errors promptly and clearly document each correction.
- Maintain a detailed audit trail showing all identified errors and the actions taken.
- Cross-reference each corrected transmittal with the original invoice to ensure consistency and traceability.

Management explained the following:

1. They were unaware that the taxable and non-taxable sales needed to be separated, and they had not confirmed whether EventPro supports this functionality.

2. For the inaccurately calculated TDT and Sales Taxes, the tax rates were incorrect because Finance did not communicate bed taxes being mandated until after the fact, and SELP staff was unaware of this tax. Additionally, the prior SELP manager entered bed tax incorrectly into the transmittals causing some of these issues.

3. They often remain unaware of changes in tax rates because Finance does not consistently provide updates. This ongoing lack of communication between SELP and Finance contributes to recurring discrepancies in tax reporting.

Finance Department, however, provided the documentation to show that they had informed the County management of the tax rate changes timely.

We recommend that:

1. SELP staff be trained on proper tax rates, classification and reporting, including separating taxable and non-taxable sales.

2. SELP staff confirm that EventPro has the capability to segregate sales types and configure the system as needed.

3. Management revise internal procedures to ensure accurate entry of tax rates on transmittals, including a secondary review process to identify errors before submission.

4. Finance implement a communication protocol to notify tax changes in a timely and documented manner.

Management Response:

1. SELP staff completed tax calculation training in September of 2025. This training was provided by the Florida Department of Revenue and facilitated in cooperation with the County's Finance department. Additionally, SELP will be implementing newly developed standard operating procedures (still currently in development) by the County's Finance department. Quarterly reconciliations will be performed with the Finance department to ensure adherence to these policies.

2. SELP Staff confirmed with EventPro support staff that the software does have the capability to segregate sales types and configure the system, as needed.

3. Department staff are prioritizing corrective measures to address discrepancies, tax miscalculations, financial reporting, and internal controls. Communication with the Finance Department has been increased to reduce errors and to strengthen understanding of County financial policies. Staff are also working with Finance to evaluate invoicing and tax procedures to identify and correct errors related to tax calculations, deposit collections, and reporting. Newly purchased EventPro modules will further improve financial tracking and recordkeeping.

Implementation Status: Implementation in Progress.

Implementation Target Date: August 31, 2026

Finance Response:

Finance will create a written Standard Operating Procedure (SOP) that addresses appropriate tax documentation, calculating tax rates, and options for receiving tax related communication. Finance will continue to email Tax Information Publications (TIP) to County Administration. In addition, the TIPs will be emailed to the affected departments as well.

Finance recommends that all staff members responsible for tax collections register to receive email updates directly from the Florida Department of Revenue (FDOR) at https://floridarevenue.com/Pages/subscribe.aspx.

The Finance Director has initiated a request to FDOR to conduct a training session for staff in the month of September 2025 to address the following topics as it relates to county park operations: sales tax, local surcharge tax, bed tax (tourist development tax), commercial rental tax, appropriate documentation to support tax collections, tax exempt organizations, and TIP notifications.

Implementation Status: Implementation in Progress.

Target Implementation Date: October 31, 2025

OPPORTUNITIES FOR IMPROVEMENT

Observation 7 – Establishing proper tax exemption documentation will help ensure the appropriate approval thereby strengthening compliance and reducing the organization's exposure to financial risks such as penalties, fines, and retroactive tax liabilities.

We found that SELP did not attach proper documentation to each transmittal for the sales tax exemptions claimed for non-profit organizations:

1. Four (4) out of four (4) transmittals, or 100%, examined for the validity of the sales tax exemptions taken did not have an invoice or a sales tax exempt certificate attached.
2. The transmittals indicated that the payments made were classified as a non-taxable item with the description of "audio visual"; however, the SELP receipts attached to the transmittals specified that the payments represented venue rentals.
3. Two (2) out of four (4) sales tax exemptions taken, or 50%, were invalid due to:
    i. One event holder was a profit organization per the State of Florida's Division of Corporations and presented a tax exempt card applicable only for agricultural materials and supplies.
        - The Florida Farm Tax Exempt Agricultural Materials (TEAM) Card is for farmers to claim exemptions for certain agricultural materials but does not expand or create agricultural exemptions beyond those provided in Section 212.08 of the Florida Statutes.

    ii. For another event holder, the sales tax exempt certificate expired, on 08/31/2024, before the event date of 09/07/2024. SELP staff did not request a valid exempt certificate.

In addition, the Finance Department did not require SELP to submit invoices or sales tax exempt certificates along with the respective transmittals. Instead, the Finance Department delegated the responsibility of retaining and verifying these documents to SELP.

Best practices stipulate to strengthen internal control:

- Management directs to document all transactions in a manner that allows the documentation to be readily available for examination.
- Management creates operating manuals.
- Documentation and records are properly managed and maintained.

The Association of the Florida Court Clerks & Comptrollers recommends that the Clerk formally adopt financial policies as the Clerk's Office has an inherent responsibility to

provide guidance to the County.

SELP staff provided the following explanations:

1. Finance requires to submit the transmittal only and nothing else.
2. They have used the same template for several years and that Finance never informed them of any misclassification. Furthermore, SELP staff did not fully understand the process for identifying and collecting the proper documentation required to approve tax exemptions.

The Finance Department does not have a policy on what documents are required from each department and delegated the responsibility of retaining and verifying these documents to SELP.

Not obtaining valid tax exemption documentation may lead to SELP being liable for uncollected taxes as the State of Florida's Department of Revenue may deem the transactions taxable without proper documentation.

We recommend that the Finance Department create a policy which provides guidance to each department for consistency and sufficiency of documentation requirements.

We recommend that Management establish a manual and a checklist for the SELP staff to ensure that they obtain valid documentation and follow the consistent process.

UPDATE: SELP staff updated the transmittal template by removing the "Audio Visual" line item. Additionally, SELP recovered the unpaid sales tax by deducting the amount from the event holder's security deposit.

Management Response:

To address identified risks, department staff will ensure non-profit paperwork is dated during the event, verify SunBiz registration for tax-exempt status, and provide staff training to identify deficiencies in documentation. Deficiencies will be escalated to the Livestock Pavilion Manager.

Copies of all exemption documentation will be retained in customer files for a minimum of 5 years in accordance with County record retention policies. Staff will also attend FDOR training on September 30, 2025.

Implementation Status: Implementation in Progress.

Implementation Target Date: August 31, 2026

Finance Response:

Finance will create a written SOP that addresses the appropriate documentation to be attached to each transmittal, including, but not limited to, dual verification signatures on the transmittal coversheet, invoices for each event, tax exempt certificates, rental agreements, Z reports from point-of-sale systems, and settlement reports, if applicable.

Once created, Finance staff will meet with SELP staff to review the SOP.

Implementation Status: Implementation in Progress.

Target Implementation Date: October 31, 2025

OPPORTUNITIES FOR IMPROVEMENT

Observation 8 – Enhancing transmittal review and documentation may lead to stronger internal controls and reduced financial risk.

Administrative Policy 17-03 Section 3(D) stipulates that "[T]he department director or departmental designee will review transmittal to Finance for accuracy". Additionally, according to best practices in cash handling and internal controls, all transmittals should include complete supporting documentation, such as invoices, and be subject to supervisory review to ensure accuracy, accountability, and to reduce the risk of mistakes or mishandling of cash.

We found that SELP staff did not consistently attach the corresponding invoices to the transmittals submitted to Finance and that none of the transmittals included evidence of supervisory review.

SELP Management stated that they did not:

1. attach invoices to the transmittal because Finance requires only the transmittal.

2. sign the "reviewed by" line on the transmittal because they were informed that it was unnecessary.

Finance did not require them because there are no policies regarding documentation requirements for each County Department.

The absence of supporting invoices and supervisory review on transmittals reduces transparency and weakens internal controls over cash handling. Without adequate documentation and oversight, errors or irregularities may go undetected, increasing the risk of misreporting, misappropriation, or noncompliance with established best practices. Additionally, conflicting guidance between Finance and SELP creates confusion and contributes to inconsistent practices.

We recommend that:

1. Finance create a policy to ensure consistent practices among the County departments and provide guidance to meet the best practices for handling of cash.
2. SELP staff consistently attach supporting invoices to all transmittals submitted to Finance, regardless of current minimum requirements to ensure proper documentation and audit readiness.
3. SELP implement a formal supervisory review process for all transmittals, including a signed review line, to reinforce accountability and reduce the risk of errors.

Management Response:

We are taking immediate action to enhance transmittal review and documentation. Interim controls include requiring secondary review of all transmittals by the Livestock Pavilion Manager until SOPs are finalized.

We will formalize procedures through a new SELP Policies and Procedures Manual, strengthen recordkeeping, and provide staff training. Finance is developing SOPs which SELP staff will adopt to reinforce internal processes.

Implementation Status: Implementation in Progress.

Implementation Target Date: August 31, 2026

Finance Response:

Finance will create a written SOP that addresses the appropriate documentation to be attached to each transmittal. Finance staff will review each transmittal to ensure that the newly created SOP is being followed and communicate with SELP staff, as needed, to resolve any noted discrepancies.

Implementation Status: Implementation in Progress.

Target Implementation Date: October 31, 2025

OPPORTUNITIES FOR IMPROVEMENT

Observation 9 – Enhancing documentation practices and consistently enforcing cancellation terms in the Campground License Agreement will lead to stronger policy compliance and more consistent and appropriate refund decisions.

According to Marion County's Southeastern Livestock Pavilion Campground Standard Facility License Agreement, paragraph 12, "TENANT may immediately cancel the RENTAL and terminate this Agreement no later than two (2) days prior to the date the RENTAL is scheduled to begin, upon receiving written approval from the Facilities Manager..." Furthermore, this Agreement stipulates that "[i]f TENANT cancels the RENTAL without written approval form the Facilities Manager within two (2) calendar days prior to the scheduled date of the RENTAL, any and all fees shall be retained by the COUNTY as liquidated damages."

We found that during a six-month sample period of October 2024 through March 2025, five (5) event hosts submitted applications for a refund. We observed that one (1) out of five (5) applicants, or 20%, did not submit his/her request within the two (2) days' timeframe required by the Campsite Disclaimer.

SELP staff stated that an employee made the decision to allow the cancellation without penalty due to the renter's horse being injured and therefore unable to participate in the event. The decision also took into account that the renter was a repeat customer. This decision was made during a phone conversation and was not formally documented.

The verbal decision to waive cancellation penalties without obtaining written approval or maintaining proper documentation has resulted in SELP's inability to demonstrate consistent compliance with the Campground License Agreement. This lack of formal approval and record-keeping increases the risk of inconsistent enforcement of cancellation policies, compromises accountability, and may lead to financial losses or disputes.

We recommend that SELP Management:

1. Implement a process to document and retain the submission dates for refund requests, ensuring compliance with the required two-day timeframe and promoting a consistent application of the policy.

2. Ensure that the Facilities Manager provides written approval for any waived penalties or exceptions as required by the License Agreement.

Management Response:

Department staff will improve compliance in handling campground cancellations through increased training and clear enforcement procedures. Refund and cancellation terms will be reviewed and updated across contracts, Fee Resolution, and website messaging.

All cancellation requests must be submitted in writing or email and retained in the customer's file. Additionally, refund and cancellation requests will be logged in EventPro

and reviewed monthly by SELP management to ensure compliance.

Implementation Status: Implementation in Progress.

Implementation Target Date: August 31, 2026

REPORT DISTRIBUTION LIST

Name	Position Title
The Honorable Gregory C. Harrell	Clerk of Court and Comptroller
The Honorable Craig Curry	District 1 Commissioner
The Honorable Kathy Bryant	District 2 Commissioner
The Honorable Matt McClain	District 3 Commissioner
The Honorable Carl Zalak, III	District 4 Commissioner
The Honorable Michelle Stone	District 5 Commissioner
Mounir Bouyounes	County Administrator
Angel Roussel	Assistant County Administrator
Jim Couillard	Parks and Recreation Department Director
Holly Castell	Livestock Pavilion Manager
Jennifer Cole	Finance Director

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21133 **Agenda Date:** 11/4/2025 **Agenda No.:** 14.3.5.

SUBJECT:
Present Letter Dated September 22, 2025, from Gregory C. Harrell, Clerk of Circuit Court, to Cord Byrd, Secretary of State, for Oath of Office for Armando Moran Jr., Member of the Marion County Industrial Development Authority

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

DESCRIPTION/BACKGROUND:
The enclosed letter dated September 22, 2025, from Gregory C. Harrell, Clerk of Circuit Court, to Cord Byrd, Secretary of State, presents a certified copy of the Oath of Office for Armando Moran Jr., as a member of the Marion County Industrial Development Authority.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
None, information only.

GREGORY C. HARRELL
CLERK OF COURT AND COMPTROLLER – MARION COUNTY, FLORIDA

CLERK OF COURT
RECORDER OF OFFICIAL RECORDS
CLERK AND ACCOUNTANT OF THE BOARD OF COUNTY COMMISSIONERS
CUSTODIAN OF COUNTY FUNDS AND COUNTY AUDITOR

POST OFFICE BOX 1030
OCALA, FLORIDA 34478-1030
TELEPHONE (352) 671-5604
WWW.MARIONCOUNTYCLERK.ORG

September 22, 2025

Cord Byrd, Secretary of State
Florida Department of State
Division of Elections, Room 316
R. A. Gray Building
500 South Bronough Street
Tallahassee, Florida 32399-0250

Re: Marion County Industrial
Development Authority

Dear Mr. Byrd:

Pursuant to Florida Statute, Chapter 159, Part III, Section 159.45, Creation of Industrial Development Authorities, enclosed please find a certified copy of the Oath of Member of Marion County Industrial Development Authority. The following member was appointed by the Board of County Commissioners on September 16, 2025:

Armando Moran, Jr.

Thank you for your assistance in this matter. Please let us know if we may provide any additional information.

Yours truly,

Gregory C. Harrell
Clerk of Circuit Court

GCH/dw
Enclosures

OATH OF MEMBER OF
MARION COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

STATE OF FLORIDA
COUNTY OF MARION

I, Armando Moran, Jr., do solemnly swear that I will support, protect, and defend the Constitution and Government of the United States and of the State of Florida; and that I am duly qualified to hold office under the Constitution of the State; and that I will well and faithfully perform the duties of a member of the Marion County Industrial Development Authority, on which I am now about to enter. So help me God.

Armando Moran, Jr.

SWORN TO AND SUBSCRIBED before me at Ocala, Marion County, Florida, this the 22 day of September, 2025.

GREGORY C. HARRELL, CLERK

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21134 **Agenda Date:** 11/4/2025 **Agenda No.:** 14.3.6.

SUBJECT:
Present Letter From The Southwest Florida Water Management District, Dated September 26, 2025, Along With The Proposed 2026 Five-Year Water Resource Development Work Program

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

DESCRIPTION/BACKGROUND:
Present letter from the Southwest Florida Water Management District (SWFWMD), dated September 26, 2025, along with the proposed 2026 Five-Year Water Resource Development Work Program.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
None, information only.

Southwest Florida Water Management District

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(352) 796-7211 or 1-800-423-1476 (FL only)
WaterMatters.org

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Brian J. Armstrong, P.G.
Executive Director

October 20, 2025

The Honorable Ron DeSantis
Governor, State of Florida
The Capitol
400 South Monroe Street
Tallahassee, Florida 32399-0001

Subject: Proposed 2026 Five-Year Water Resource Development Work Program

Dear Governor DeSantis:

Pursuant to subsection 373.536(6)(a)(4), Florida Statutes, each water management district is required to furnish a five-year water resource development work program within 30 days after the adoption of the final budget. The Southwest Florida Water Management District (District) approved its proposed 2026 Five-Year Water Resource Development Work Program at its Governing Board meeting held on September 23, 2025 and adopted its fiscal year 2025-2026 budget at a public hearing held on September 23, 2025.

Enclosed please find the District's proposed 2026 Five-Year Water Resource Development Work Program. After receiving comments from the Florida Department of Environmental Protection (DEP), the District will respond to the evaluation within 45 days if needed. Any revisions prompted by DEP's evaluation will be incorporated into the final report that will be included as part of the District's Consolidated Annual Report. The Consolidated Annual Report is due no later than March 1, 2026, pursuant to subsection 373.036(7), Florida Statutes.

Sincerely,

Brian J. Armstrong, P.G.
Executive Director

Enclosure
cc: Alexis Lambert, Secretary, Department of Environmental Protection (w/enclosure)
Distribution List (President of the Senate, Speaker of the House of Representatives, chairs of all legislative committees and subcommittees having substantive or fiscal jurisdiction over the districts, as determined by the President of the Senate or the Speaker of the House of Representatives as applicable, and the governing board of each county in which the district has jurisdiction or derives any funds for the operations of the district)

Note: The District's proposed 2026 Five-Year Water Resource Development Work Program and referenced data has been published and is available on the District website at: https://www.swfwmd.state.fl.us/resources/plans-reports/water-resource-development-work-program. Should any recipients of this letter require a hard copy of the draft report, please contact the District at 352-269-5611; or email your request to: paige.tara@watermatters.org.

2026 Five-Year Water Resource Development Work Program

PROPOSED







Southwest Florida
Water Management District

Introduction/Purpose

The Water Management Districts are required to prepare a Five-Year Water Resource Development Work Program (Work Program) as a part of their annual budget reporting process. The Work Program describes the District's implementation strategy relating to water resource development (WRD) and water supply development (including alternative water supply development) components over the next five years. The Work Program must be submitted annually to the Governor, the President of the Senate, the Speaker of the House of Representatives, the chairs of all legislative committees and subcommittees having substantive or fiscal jurisdiction over the Districts, the Secretary of the Department of Environmental Protection (DEP), and the governing board of each county. Pursuant to Subsection 373.536(6)(a)4, Florida Statutes (F.S.), the Work Program must:

- Address all the elements of the WRD component in the District's approved Regional Water Supply Plans (RWSPs), as well as the water supply projects proposed for District funding and assistance;
- Identify both anticipated available District funding and additional funding needs for the second through fifth years of the funding plan;
- Identify projects in the Work Program which will provide water;
- Explain how each water resource and water supply project will produce additional water available for consumptive uses;
- Estimate the quantity of water to be produced by each project;
- Provide an assessment of the contribution of the District's RWSPs in supporting the implementation of minimum flows and minimum water levels (MFLs) and water reservations; and
- Ensure sufficient water is available to timely meet the water supply needs of existing and future reasonable-beneficial uses for a 1-in-10-year drought event and to avoid the adverse effects of competition for water supplies.

This report represents the District's 25th Work Program and covers the period from fiscal year (FY) 2026 through FY2030. In August of 2025 the DEP provided a guidance document and template spreadsheets to improve the consistency among the Water Management Districts' Work Program submittals. This Work Program is consistent with the planning strategies of the Central Florida Water Initiative 2020 Regional Water Supply Plan (CFWI RWSP) and the District's 2020 Regional Water Supply Plan (RWSP) which can be found at: https://www.swfwmd.state.fl.us/resources/plans-reports/rwsp/previous-regional-water-supply-plans

The water resource and water supply development components of the District's Work Program are presented in three sections:

- WRD Data Collection and Analysis Activities that include routinely funded programmatic efforts by the District to monitor and support the health of natural systems, evaluate and establish MFLs, conduct watershed management planning, and improve water quality and stormwater storage and conveyance.
- WRD Projects that are undertaken by the District and/or partnering entities for evaluating aquifer storage and recovery (ASR) feasibility, the Facilitating Agricultural Resource Management Systems (FARMS) projects to reduce groundwater withdrawals and improve natural systems, and environmental restoration efforts including MFL recovery projects.
- Water Supply Development Projects, which are usually led by other entities with District funding assistance, to develop and deliver new alternative potable water supplies, reclaimed water and reuse, aquifer storage and recovery and aquifer recharge systems, and numerous conservation projects to help manage water needs.

Also included is an overview of funding mechanisms, a summary of the adequacy of District expenditures to ensure the availability of water for reasonable-beneficial uses and natural systems and an appendix listing projects with District funding to implement projects identified in the Basin Management Action Plans (BMAPs).

Water Resource Development

Water resource development is defined in Section 373.019(24), F.S., as "*the formulation and implementation of regional water resource management strategies, including the collection and evaluation of surface water and groundwater data; structural and nonstructural programs to protect and manage water resources; the development of regional water resource implementation programs; the construction, operation, and maintenance of major public works facilities to provide for flood control, surface and underground water storage, and groundwater recharge augmentation; and related technical assistance to local governments, government-owned and privately owned water utilities, and self-suppliers to the extent assistance to self-suppliers promotes the policies as set forth in s. 373.016.*"

The intent of WRD activities and WRD projects is to enhance the amount of water available for reasonable-beneficial uses and for natural systems. The District is primarily responsible for implementing WRD activities and projects; however, additional funding and technical support may come from state, federal, and local entities.

WRD Data Collection and Analysis Activities

Data collection and analysis activities are a critical part of the water resource development component implemented by the District. The District has budgeted approximately $24.4 million in FY2026 to implement and continue activities to collect scientific data necessary to manage water resources and evaluate new water supplies, support the evaluation and establishment of MFLs, conduct watershed management plans, improve groundwater quality, and implement best management practices (BMPs) for stormwater storage and conveyance. These activities are summarized in **Table 1**.

Funding for these activities is primarily from the District's Governing Board; in some cases, additional funding that supports these efforts comes from local governments, and the United States Geological Survey (USGS). Each item was included in the District's Tentative Budget Submission Appendix C and can be referenced by the sub-activity code. Each activity is further described below.

Scientific Data Collection

The District has a comprehensive scientific data monitoring program that includes the assembly of information on key indicators such as rainfall, surface water and groundwater levels, water quality, hydrogeology, and stream flows. The program includes data collected by District staff as well as data collected as part of the District's cooperative funding program with the USGS. Data collected allows the District to gage changes in the health of water resources, monitor trends in conditions, identify and analyze existing or potential resource problems, and develop programs to correct existing problems and prevent future problems from occurring. The data collection activities support District structure operations, water use and environmental resource permitting and compliance, MFLs evaluation and status assessments, the Surface Water Improvement and Management (SWIM) program, the Northern Tampa Bay Water Use Caution Area (NTBWUCA), the Southern Water Use Caution Area (SWUCA), and the Dover/Plant City Water Use Caution Area (DPCWUCA), water supply planning in the District and CFWI regions, modeling of surface water and groundwater systems, cooperative and district initiative project development and monitoring, and many resource evaluations and reports.

The categories of scientific data that are collected and monitored by District staff are discussed by station type and collection entity below. At the time of writing, the District and USGS are working

together to reduce data collection performed by the USGS due to changes in their available FY 2026 funding and staffing. A portion of their data collection may be assumed by the District or restarted by the USGS in future fiscal years. Therefore, the numbers in the text below and Table 1 may change. In addition to data collection completed or contracted by the District, scientific data submitted by Water Use Permit (WUP) holders are also considered to assess compliance with permit conditions.

a) Surface Water Flows and Levels. Funding supports data collection at the District's approximately 795 surface water level gauging stations, and cooperative funding with the USGS for long-term discharge and water-level data collection at 137 river, stream, and canal stations. The USGS data are available to District staff and the public through the District's Environmental Data Portal (EDP) and the USGS National Water Dashboard.

b) Hydrogeologic Data. The District collects hydrogeologic data including lithologic, hydraulic, and water quality through exploratory coring, testing, and construction of monitor wells at sites across the District. Administered by the Geohydrologic Data section, the Regional Observation and Monitor Well Program (ROMP) has been the District's primary source of hydrogeologic data and monitor well construction since its establishment in 1974. These hydrogeologic data support projects such as the CFWI, Water Resource Assessment Projects (WRAPs), MFLs, sea level rise, and development of alternative water supplies. The monitor wells constructed through the ROMP also serve as essential infrastructure for long-term monitoring of groundwater levels and water quality.

c) Meteorologic Data. The meteorologic data monitoring program consists of measuring rainfall totals at 171 rain gauges, all of which provide near real-time data. The funding is for costs associated with measurement of rainfall including sensors, maintenance, repair, and replacement of equipment. Funding allows for the operation of one District evapotranspiration (ET) station for reference near Lake Hancock, and for District participation in a cooperative effort between the USGS and all five Florida water management districts to map statewide potential and reference ET using data measured from the Geostationary Operational Environmental Satellites (GOES). Funding also includes a collaborative effort between the five districts to provide high-resolution gauge adjusted radar rainfall data that are used for hydrologic conditions reporting and modeling purposes.

d) Water Quality Data. The District collects data from water quality monitoring networks for springs, streams, lakes, wells, and coastal and inland rivers. The well monitoring networks include the Coastal Groundwater Quality Monitoring Network (CGWQMN), Inland Floridan Aquifer System Monitoring Network (IFASMN), and the Upper Floridan Aquifer Nutrient Monitoring Network (UFANMN). Data from monitor well stations are used to evaluate seasonal and long-term changes in groundwater levels and quality, as well as the interaction and connectivity between groundwater and surface water bodies. The Coastal Groundwater Quality Monitoring Network, which involves sample collection and analysis from approximately 380 wells across the District, monitors saltwater intrusion and/or the upwelling of mineralized waters into potable aquifers. The USGS collects long-term water quality data at 21 stations, which are available from their website.

e) Groundwater Levels. The funding provides for the maintenance and support of about 1,655 monitor wells in the data collection network. Data may be collected in 15-minute intervals, hourly, daily, or monthly. The District also uses funding to contract with the USGS to obtain continuous and monthly water levels at 15 sites. Groundwater level data are available to the public through the District and USGS websites.

Table 1. FY2026 - FY2030 Water Resource Development Data Collection and Analysis Activities

WRD Data Collection and Analysis Activities[2]	Budget Reference[1]	FY2026 Costs ($)	FY2027 Costs ($)	FY2028 Costs ($)	FY2029 Costs ($)	FY2030 Costs ($)	Total Costs ($)	Funding Source[2]
1) Research, Data Collection, Analysis & Monitoring	1.2.1, p.62							District, Local Cooperators, USGS
a) Surface Water Flows & Levels Data		$3,980,641	$3,980,641	$3,980,641	$3,980,641	$3,980,641	$19,903,205	
b) Geologic (includes ROMP) Data		$3,057,888	$3,057,888	$3,057,888	$3,057,888	$3,057,888	$15,289,440	
c) Meteorologic Data		$285,384	$285,384	$285,384	$285,384	$285,384	$1,426,920	
d) Water Quality Data		$836,642	$836,642	$836,642	$836,642	$836,642	$4,183,210	
e) Groundwater Levels Data		$1,064,385	$1,064,385	$1,064,385	$1,064,385	$1,064,385	$5,321,925	
f) Biologic Data		$962,172	$962,172	$962,172	$962,172	$962,172	$4,810,860	
g) Data Support		$4,243,906	$4,243,906	$4,243,906	$4,243,906	$4,243,906	$21,219,530	
2) Minimum Flows and Levels Program	1.1.2, p.58							District
a) Technical Support		$959,646	$959,646	$959,646	$959,646	$959,646	$4,798,230	
b) MFL Establishment/ Evaluation		$765,563	$765,563	$765,563	$765,563	$765,563	$3,827,815	
3) Watershed Management Planning	1.1.3.2, p.60	$5,848,499	$2,000,000	$2,000,000	$2,500,000	$3,000,000	$15,348,499	District, Local Cooperators, DEP
4) Quality of Water Improvement Program	2.2.3, p.84	$781,515	$781,515	$781,515	$781,515	$781,515	$3,907,575	District
5) Stormwater Improvement-Implementation of Storage and Conveyance BMPs	2.3.1, p.86	$1,661,383	$0	$0	$0	$0	$1,661,383	District
Totals		**$24,447,624**	**$18,937,742**	**$18,937,742**	**$19,437,742**	**$19,937,742**	**$101,698,592**	

Source: SWFWMD FY2025-26 Tentative Budget Submission.

[1] The Program Activity/Sub-Activity and page number in the Tentative Budget Submission where the WRD Data Collection and Analysis Activities reside. The funding amounts within this table are subsets of the referenced Program Activity/Sub-Activity.

[2] Acronyms: BMPs - Best Management Practices, DEP - Florida Department of Environmental Protection, MFL - Minimum Flows and Minimum Water Levels, ROMP - District Regional Observation and Monitor-well Program

f) Biologic Data. The District monitors ecological conditions as they relate to both potential water use impacts and changes in hydrologic conditions. Funding for biologic data collection includes support for routine monitoring of approximately 149 wetlands annually to document changes in wetland health and assess level of recovery in impacted wetlands. Funding also supports SWIM Program efforts for mapping of seagrasses every two years along the Suncoast (Tampa Bay south to Charlotte Harbor), and every four years along the Springs Coast (Anclote Key to Waccasassa Bay). Additionally, submerged aquatic vegetation mapping occurs twice annually for each of the first-magnitude springs, all five of which are listed as SWIM Priority Water Bodies.

g) Data Support. This item provides administrative and management staff support for the hydrologic, water quality, meteorologic and hydrogeologic data programs as well as the chemistry laboratory, surveying, and the District's LoggerNet data acquisition system and Kister's Water Information System (WISKI) and associated Environmental Data Portal used for database management, storage and reporting.

Minimum Flows and Levels Program

Section 373.042, F.S., requires the state water management districts or the DEP to establish minimum flows and minimum water levels (MFLs) for aquifers, surface watercourses, and other surface water bodies to identify the water level or limit at which further withdrawals would be significantly harmful to the water resources or ecology of the area. Minimum flows for rivers, streams, estuaries, and springs, and minimum water levels for lakes, wetlands and aquifers are adopted into the District's Water Levels and Rates of Flow rules, Chapter 40D-8, Florida Administrative Code (F.A.C.), and are used in the District's water use permitting and water supply planning programs.

Reservations are rules that reserve water from use by permit applications, as necessary for the protection of fish and wildlife or public health and safety. Reservations are adopted into the District Consumptive Use of Water rules, Chapter 40D-2, F.A.C., pursuant to Section 373.223, F.S., and are also used for water use permitting and water supply planning.

The District's processes for establishing MFLs and reservations include opportunities for interested stakeholders to review and comment on proposed MFLs or reservations and participate in public meetings. A publicly noticed independent scientific peer review process is used to support establishment of MFLs for flowing systems and aquifers, for establishing MFLs for other system types that are based on methods that have not previously been subjected to peer review, and for establishing reservations. Stakeholder input and peer review findings are considered by the Governing Board when deciding whether to adopt proposed MFLs and reservations. District monitoring programs provide data for evaluating compliance with the adopted MFLs and reservations, determining the need for MFLs recovery or prevention strategies, assessing the recovery of water bodies where significant harm has occurred, and also support MFL's and reservation reevaluations.

As of June 2025, the District has planned to monitor and assess the status of 207 adopted MFLs, including MFLs for 28 river segments, 10 springs or spring groups, 126 lakes, 34 wetlands, 9 aquifer sites including 7 Upper Floridan Aquifer (UFA) wells in the NTBWUCA, and the UFA in the Most Impacted Area (MIA) of the SWUCA and the UFA in the DPCWUCA. The District also plans to monitor and assess the status of 2 adopted reservations, including a reservation for water stored in Lake Hancock and released to Lower Saddle Creek for recovery of MFLs adopted for the Upper Peace River, and a reservation for water from Morris Bridge Sink for recovery of MFLs adopted for the Lower Hillsborough River. In addition, the District is scheduling the establishment or reevaluation of 26 MFLs and 1 reservation through calendar year 2028.

The District's annual MFLs Priority List and Schedule and Reservations List and Schedule is

approved by the Governing Board in October, submitted to FDEP for review in November, and published in the Consolidated Annual Report the following March. The currently approved and proposed priority lists and schedules are also posted on the District's Minimum Flows and Levels Documents and Reports webpage at: https://www.swfwmd.state.fl.us/projects/mfl/documents-and- reports.

Watershed Management Planning

The District addresses flooding problems in existing areas by preparing and implementing Watershed Management Plans (WMPs) in cooperation with local governments. The WMPs define flood conditions, identify flood level of service deficiencies, and evaluate BMPs to address those deficiencies. The WMPs include consideration of the capacity of a watershed to protect, enhance, and restore water quality and natural systems while achieving flood protection. The plans identify effective watershed management strategies and culminate in defining floodplain delineations and constructing selected BMPs.

Local governments and the District combine their resources and exchange watershed data to implement the WMPs. Funding for local elements of the WMPs is provided through local governments' capital improvement plans and the District's Cooperative Funding Initiative. Additionally, flood hazard information generated by the WMPs is used by the Federal Emergency Management Agency (FEMA) to revise flood insurance rate maps. This helps to better define flood risk and is used extensively for land use planning by local governments and property owners. Since the WMPs may change based on growth and shifting priorities, the District also cooperates with local governments to update the WMPs when necessary, giving decision-makers opportunities throughout the program to determine when and where funds are needed.

Quality of Water Improvement Program (QWIP)

Established in 1974, the Program's primary goal is to preserve groundwater and surface water resources by providing funding assistance to incentivize landowners to properly plug abandoned, deteriorating, or improperly constructed artesian wells on their property. Thousands of wells constructed prior to current well construction standards are often deficient in casing, interconnecting aquifers with distinct water qualities. This enables mineralized groundwater to migrate upward, potentially altering the natural water quality of overlying aquifers and surface water bodies. When an abandoned artesian well is plugged with cement and/or bentonite from the bottom to the top, it re-establishes the natural isolation between aquifers and eliminates the upward flow of groundwater to the surface. Artesian wells within the District typically occur where the upper Floridan aquifer is confined, so the region of emphasis for the Program is primarily in the Southern Water Use Caution Area (SWUCA). Historically, the Program has proven to be a cost-effective method to promote the plugging of artesian wells.

Stormwater Improvements - Implementation of Storage and Conveyance BMPs

The District's WMPs and SWIM programs implement stormwater and conveyance BMPs for preventative flood protection, particularly in urban areas, and to improve surface water quality for SWIM Priority Water Bodies. The BMPs involve construction of improvements identified and prioritized in the development of watershed management plans or in SWIM Plans. While the District may take the lead for some projects, most of these activities are developed through cooperative funding with a local government entity, DEP, or other state funding.

WRD Projects

The District has budgeted for 25 WRD projects that are ongoing. At the start of FY2026 (October 1, 2025), the District has allocated approximately $5 million in the budget for 5 of these projects. If a project received funding in prior years and is still ongoing it remains in the Work Program until completion. District funding for a number of the projects is matched to varying degrees by local cooperators including municipalities, state agencies, private agricultural operations, and others. The total cost of these projects, including the cooperator shares, is approximately $34.1 million. It's estimated that approximately 52.29 million gallons per day (mgd) of additional water supply

will be produced or conserved. The projects are listed in **Table 2** and are consistent with Programmatic Code 2.2.1 in the District's FY2026 budget. The WRD projects are organized into three groups:

Aquifer Storage and Recovery Feasibility and Pilot Testing

These projects are research and/or pilot projects designed to further the development of the innovative alternative water sources described in the RWSP. The projects for investigation of the Lower Floridan aquifer are primarily District-led initiatives. The ASR and Aquifer Recharge projects may involve both technical and financial assistance from the District.

Facilitating Agricultural Resource Management Systems (FARMS)

The FARMS Program is an agricultural BMP cost-share reimbursement program. The program is a public/private partnership developed by the District and the Florida Department of Agriculture and Consumer Services (FDACS). The program provides incentives to the agricultural community within the District to implement agricultural BMPs that will provide resource benefits including the reduction of groundwater withdrawals from the Upper Floridan aquifer, improvement of ground and surface water quality impacted by groundwater withdrawals, and improvement of natural-system functions within wetlands and priority watersheds.

The FARMS Program operates under District Governing Board Policy to fund projects that provide these benefits while assisting in the implementation of the District's RWSP. This plan identifies strategic initiatives and regional priorities to meet the District's water management goals. These goals are based on improving and/or maintaining the water resource conditions of several regions within the District. Five primary goals for the FARMS Program are to:

1. Improve surface water quality which has been impacted by groundwater withdrawals with a priority given to projects in the Shell, Prairie, and Joshua Creek, or Horse Creek watersheds;
2. Conserve, restore or augment the water resources and natural systems in the Upper Myakka River Watershed;
3. Reduce groundwater use in the SWUCA;
4. Reduce groundwater use for Frost/Freeze Protection within the DPCWUCA;
5. Reduce Upper Floridan aquifer groundwater use and nutrient loading impacts in the Northern District.

The FARMS projects implement FDACS-approved BMPs that offset groundwater use with surface water and/or increase the overall efficiency of irrigation water use. Many projects have the added benefit of reducing agricultural impacts to surface water features. Properly implemented BMPs protect and conserve water resources and may increase crop production.

Environmental Restoration and MFL Recovery Projects

These projects include MFL recovery projects for the Hillsborough River Recovery Strategy, , and SWUCA Salt Water Intrusion Minimum Aquifer Level (SWIMAL) in support of the SWUCA Recovery Strategy.

At the DEP's guidance, additional project details are available in spreadsheet format. The DEP will present Work Program project data from each of the water management districts on their website for public review, in accordance with Section 373.536(6)(b), F.S. The detailed spreadsheet includes project descriptions, schedules, cooperator and state funding levels, and the water bodies and planning regions supported. The District's proposed Work Program spreadsheet is available online at: https://www.swfwmd.state.fl.us/resources/plans-reports/water-resource-development-work-program

Table 2. FY2026 - FY2030 District Funding and Total Project Cost for Water Resource Development Projects

Project Number	WRD Projects[1]	Total Prior District Funding	FY2026 District Cost	FY2027 District Cost	FY2028 District Cost	FY2029 District Cost	FY2030 District Cost	Total Cost District + Cooperator	Funding Source	Quantity developed or conserved (mgd)[1]
1) Aquifer Storage and Recovery Feasibility and Pilot Testing (Programmatic Code 2.2.1.1)										
N855	Southern Hillsborough Aquifer Recharge Program (SHARP) Phase 2	$4,800,000	$0	$0	$0	$0	$0	$9,700,000	District, Hillsborough County	4
P925	Optical Borehole Imaging Data Collection from LFA Wells	$100,200	$0	$0	$0	$0	$0	$167,000	District, USGS	NA
P926	Sources/Ages of Groundwater in LFA Wells	$368,300	$0	$0	$0	$0	$0	$736,600	District, USGS	NA
Q050	City of Venice Reclaimed Water Aquifer Storage Recovery	$2,744,876	$0	$0	$0	$0	$0	$5,489,752	District, City of Venice	Storage
Q064	Direct Aquifer Recharge - North Hillsborough Aquifer Recharge Program Phase 2	$750,000	$0	$0	$0	$0	$0	$1,500,000	District, Hillsborough County	Study
Q159	Bee Ridge Water Reclamation Facility Aquifer Recharge	$915,511	$0	$0	$0	$0	$0	$1,831,022	District, Sarasota County	5
P189	Aquifer Recharge Testing at Flatford Swamp	$760,000	$451,000	$0	$0	$0	$0	$1,211,000	District	NA
2) Facilitating Agricultural Resource Management Systems (FARMS) (Programmatic Code 2.2.1.2)										
H017	FARMS Projects (H017)[2]	Annual Request	$4,000,000	$4,000,000	$4,000,000	$4,000,000	$4,000,000	Annual Request	District	33.6
H807	Sizemore Group Automation	$182,857	$0	$0	$0	$0	$0	$243,809	District, Sizemore Group Automation	0.0307
H817	B 8 Turf Co., LLC	$751,229	$0	$0	$0	$0	$0	$1,001,639	District, B 8 Turf Co., LLC	0.130
H821	James Keen 62	$380,400	$0	$0	$0	$0	$0	$662,700	District, James Keen 62	0.082
H825	Berry Red Farms, LLC	$164,640	$0	$0	$0	$0	$0	$219,251	District, Berry Red Farms, LLC	0.060
H826	FD Berries USA LLC - Twitty Road South	$119,129	$0	$0	$0	$0	$0	$171,129	District, FD Berries Usa LLC - Twitty Road South	0.025
H828	G & G Farms LLC - North 40	$212,246	$0	$0	$0	$0	$0	$282,995	District, G & G Farms LLC - North 40	0.045

Project Number	WRD Projects[1]	Total Prior District Funding	FY2026 District Cost	FY2027 District Cost	FY2028 District Cost	FY2029 District Cost	FY2030 District Cost	Total Cost District + Cooperator	Funding Source	Quantity developed or conserved[1]
H830	McClure Properties, LTD - Phase 2	$195,706	$0	$0	$0	$0	$0	$296,355	District, McClure Properties, LTD - Phase 2	0.045
H831	Gapway Mixon Cups, LLC	$64,171	$0	$0	$0	$0	$0	$85,562	District, Gapway Mixon Cups, LLC	0.020
H832	T&T Environmental, LLC - Desoto Groves	$652,782	$0	$0	$0	$0	$0	$870,377	District, T&T Environmental, LLC - Desoto Groves	0.130
H833	Midway Farms, LLC - Raulerson Road	$45,468	$0	$0	$0	$0	$0	$60,624	District, Midway Farms, LLC - Raulerson Road	0.020
H834	Jim Rash, Inc - Zoffay Road	$64,214	$0	$0	$0	$0	$0	$85,619	District, Jim Rash, Inc - Zoffay Road	0.018
H835	Green Grass Farms of Hardee County	$771,933	$0	$0	$0	$0	$0	$1,173,838	District, Green Grass Farms of Hardee County	0.18
H529	Mini-FARMS Program[2]	Annual Request	$500,000	$500,000	$500,000	$500,000	$500,000	Annual Request	District	3.000
3) Minimum Flows and Minimum Water Levels Recovery [3] (Programmatic Code 2.2.1.3)										
H089	MIA Recharge SWIMAL Recovery at Flatford Swamp	$6,635,702	$0	$0	$0	$0	$0	$6,635,702	District	2
H404-1[3]	Lower Hillsborough River Recovery Strategy Morris Bridge Sink	$ 1,329,982	$ 20,000.00	$0	$0	$ 0	$0	$ 1,349,982	District	3.90
H400-7[3]	Third Five-Year Assessment of the Lower Hillsborough River Recovery Strategy	$263,944	$0	$0	$0	$0	$0	$263,944	District	NA
H400-13[3]	Lower Hillsborough River Biological Data Collection	$40,000	$50,000	$0	$0	$0	$0	$90,000	District	NA
Water Resource Development Project Totals		**$22,313,290**	**$5,021,000**	**$4,500,000**	**$4,500,000**	**$4,500,000**	**$4,500,000**	**$34,128,900**		**52.29**

1. Acronyms: NA - not applicable, mgd - million gallons per day, MIA - Most Impacted Area of the SWUCA, SWIMAL - Salt Water Intrusion Minimum Aquifer Level, USGS - United States Geological Survey, ASR – Aquifer Storage Recovery, LFA – Lower Floridan Aquifer.

2. The FARMS lead program (H017) and Mini-FARMS quantities conserved represents period of record offsets plus estimated conserved in future during WRDWP planning. Sub-projects list active project savings as of July 2025.

3. H400 and H404 consists of many sub-projects. WRDWP only represents ongoing efforts and aligns with STAR reporting.

Water Supply Development Assistance

Water supply development is defined as the planning, design, construction, operation, and maintenance of public or private facilities for water collection, production, treatment, transmission, or distribution for sale, resale, or end use (Section 373.019(26), F.S). Regional water supply authorities, local governments, and public and privately-owned water utilities typically have the lead role in implementing water supply development projects (Section 373.705, F.S.). The District provides funding assistance to these entities for projects that are consistent with the District's Strategic Plan, Surface Water Improvement and Management Plans, and the District and CFWI RWSPs. Final decisions regarding the funding of projects are the exclusive responsibility of the District's Governing Board. The District's primary funding mechanism for water supply development assistance is the Cooperative Funding Initiative (CFI) Program, which is described in the Funding Sources section of this Work Program.

The District has 40 budgeted or ongoing water supply development projects in FY2026, including 1 water supply planning projects that support water supply development. As shown in **Table 3-h**, the District is funding approximately $93.2 million in FY2026 for 8 projects that achieve water supply development assistance. The project budgets shown are consistent with the District's Programmatic Budget under activity codes 2.2.2 (water supply development) and 1.1.1 (water supply planning). The water supply projects are listed in **Table 3-a** to **3-g**, grouped by the following budget sub-categories and sorted by project code number:

- Surface Water Projects
- Regional Potable Water Interconnect Projects
- Reclaimed Water Projects
- Brackish Groundwater Development Projects
- ASR and Aquifer Recharge Projects
- Conservation Projects
- Water Supply Planning Projects

Most water supply development projects are funded within one year, but large projects may have construction budgets over multiple years to coincide with each year's predicted expenses. Since the District budget is adopted on an annual basis, the future funding for ongoing projects is estimated based on projected costs and schedules. Additional future funding will be needed for new projects that aren't yet proposed through the CFI Program. The District anticipates new reclaimed water and conservation projects will require funding levels less than previous years. The amount needed for new regional interconnects and water treatment facilities can vary greatly from year to year, peaking as large infrastructure projects move from design to construction phases.

Significant new funding has been proposed in the FY2026-30 timeframe for the PRMRWSA Reservoir No.3, next phases of the PRWC's Southeast and West Polk Lower Floridan Aquifer Wellfields, and Tampa Bay Water's Southern Hillsborough County Transmission Expansion.

The listed projects that have no FY2026 or future funding are ongoing with prior year funding. Projects are omitted from the Work Program when they are completed, and final reimbursement is provided.

Table 3-a. Surface Water Projects

Project Number	Water Supply Development Assistance - Surface Water Projects (Programmatic Budget 2.2.2.1)	Prior District Funding	FY2026 Funding	FY2027 Funding	FY2028 Funding	FY2029 Funding	FY2030 Funding	Total Project Cost	Supply (mgd)
Q272	PRMRWSA - Reservoir No. 3	$32,682,867	$14,000,000	$14,000,000	$14,000,000	$14,000,000	$14,000,000	$375,077,000	NA
Total Surface Water Projects		**$32,682,867**	**$14,000,000**	**$14,000,000**	**$14,000,000**	**$14,000,000**	**$14,000,000**	**$375,077,000**	0.000

Table 3-b. Regional Potable Interconnects

Project Number	Water Supply Development Assistance - Regional Potable Water Interconnects (Programmatic Budget 2.2.2.2)	Prior District Funding	FY2026 Funding	FY2027 Funding	FY2028 Funding	FY2029 Funding	FY2030 Funding	Total Project Cost	Supply (mgd)
Q216	PRWC Regional Transmission Southeast	$35,482,459	$26,083,215	$14,447,326	$0	$0	$0	$174,100,600	NA
Q241	TBW - Southern Hillsborough County Transmission Expansion	$15,859,207	$17,500,000	$37,231,598	$37,231,598	$37,231,597	$0	$438,709,630	NA
Q313	PRMRWSA- Regional Integrated Loop System Ph 3C	$26,550,000	$0	$0	$0	$0	$0	$63,850,000	NA
Q355	PRMRWSA- Regional Integrated Loop System Ph 2b	$25,746,094	$10,403,906	$0	$0	$0	$0	$87,440,545	NA
Total Regional Potable Water Interconnect Projects		**$103,637,760**	**$53,987,121**	**$51,678,924**	**$37,231,598**	**$37,231,597**	**$0**	**$764,100,775**	0

Table 3-c. Reclaimed Water Projects

Project Number	Water Supply Development Assistance - Reclaimed Water Projects (Programmatic Budget 2.2.2.3)	Prior District Funding	FY2026 Funding	FY2027 Funding	FY2028 Funding	FY2029 Funding	FY2030 Funding	Total Project Cost	Benefit (mgd)
N339	Winter Haven #3 Reclaimed Interconnect, Storage, and Pumping	$2,750,000	$0	$0	$0	$0	$0	$9,466,000	0.3
N791	Pasco County Starkey Ranch Reclaimed Water Transmission Phase C	$456,800	$0	$0	$0	$0	$0	$913,600	0.29
N868	Polk County Utilities NERUSA Ernie Caldwell Blvd Reclaimed Water Transmission	$1,056,500	$0	$0	$0	$0	$0	$2,113,000	0.414
Q066	Polk County Utilities- NERUSA Lake Wilson Road Reuse	$262,750	$0	$0	$0	$0	$0	$525,500	0.18
Q067	Polk County Utilities-NERUSA Southeast Reuse Loop	$2,186,750	$0	$0	$0	$0	$0	$4,373,500	0.522
Q105	Citrus County Sugarmill Woods Golf Course Reuse	$1,834,000	$0	$0	$0	$0	$0	$3,918,000	0.5
Q113	City of Plant City McIntosh Park Indirect Potable Reuse Feasability Study	$300,000	$0	$0	$0	$0	$0	$600,000	Study
Q139	North Port Direct Potable Reuse Feasibility	$125,000	$0	$0	$0	$0	$0	$250,000	Study
Q160	Sarasota County Honore Avenue Reclaimed Water Transmission	$1,500,000	$0	$0	$0	$0	$0	$3,000,000	0.533
Q209	Polk County Direct Potable Reuse Feasibility and Pilot Demo	$795,000	$0	$0	$0	$0	$0	$2,591,582	Study
Q268	Braden River Utilities Taylor Road Area Transmission	$3,550,000	$0	$0	$0	$0	$0	$7,100,000	1.57
Q274	Zephyrhills - Zephyr to Pasco Reclaimed Water Interconnect	$880,000	$0	$0	$0	$0	$0	$1,760,000	NA
Total Reclaimed Water Projects		**$15,696,800**	**$0**	**$0**	**$0**	**$0**	**$0**	**$36,611,182**	**4.309**

Table 3-d. Brackish Groundwater Projects

Project Number	Water Supply Development Assistance - Brackish Groundwater Development Projects (Programmatic Budget 2.2.2.4)	Prior District Funding	FY2026 Funding	FY2027 Funding	FY2028 Funding	FY2029 Funding	FY2030 Funding	Total Project Cost	Supply (mgd)
Q184	PRWC - Southeast Wellfield Implementation	$29,334,987	$14,500,000	$14,500,000	$14,500,000	$14,500,000	$14,500,000	$247,530,000	12.5
Q308	PRWC - West Polk Wellfield	$13,015,498	$10,000,000	$10,000,000	$10,000,000	$10,000,000	$10,000,000	$228,144,000	10
Q309	PRWC - Test Prod Well #2 West Polk Wellfield	$1,448,500	$0	$0	$0	$0	$0	$4,125,000	Study
Total Brackish Groundwater Projects		**$43,798,985**	**$24,500,000**	**$24,500,000**	**$24,500,000**	**$24,500,000**	**$24,500,000**	**$479,799,000**	**22.5**

Table 3-e. Aquifer Storage and Recovery (ASR) and Aquifer Recharge Projects

Project Number	Water Supply Development Assistance - Aquifer Recharge/ Storage and Recovery Projects (Programmatic Budget 2.2.2.5)	Prior District Funding	FY2026 Funding	FY2027 Funding	FY2028 Funding	FY2029 Funding	FY2030 Funding	Total Project Cost	Benefit (mgd)
N435	City of Bradenton Surface Water Aquifer Storage Recovery 2	$2,350,000	$0	$0	$0	$0	$0	$4,700,000	Storage
Q142	Pinellas County Chestnut Park Aquifer Storage, Recovery & Recharge	$893,500	$0	$2,779,875	$926,625	$0	$0	$9,200,000	Storage
Total Aquifer Recharge/ASR Projects		**$3,243,500**	**$0**	**$2,779,875**	**$926,625**	**$0**	**$0**	**$13,900,000**	**0**

Table 3-f. Conservation Projects

Project Number	Water Supply Development Assistance - Conservation Rebates, Retrofits, Etc. Projects (Programmatic Budget 2.2.2.7)	Prior District Funding	FY2026 Funding	FY2027 Funding	FY2028 Funding	FY2029 Funding	FY2030 Funding	Total Project Cost	Benefit (mgd)
B015	Water Incentives Supporting Efficient (WISE) Program	Annual Request	$225,000	$225,000	$225,000	$225,000	$225,000	Annual Request	0.652
N973	Winter Haven Consumption/Conservation Programs Data Management Software	$60,000	$0	$0	$0	$0	$0	$120,000	0.016
Q145	Longboat Key Club - Advanced Irrigation System	$508,516	$0	$0	$0	$0	$0	$1,115,000	0.095
Q215	TBW - Demand Management Program Phase 2	$1,432,238	$0	$0	$0	$0	$0	$2,864,476	0.93
Q245	Pinellas County AMI Metering Analytics	$139,414	$0	$0	$0	$0	$0	$278,828	0.111
Q256	St. Petersburg - Sensible Sprinkling Program - Phase 10	$50,000	$0	$0	$0	$0	$0	$100,000	0.055
Q265	North Port - Water Distribution Ridgewood/ Lamplighter Area Looping	$173,950	$0	$0	$0	$0	$0	$347,900	0.015
Q266	Polk County - Florida Water Star Builder Reimbursement Program	$20,000	$0	$0	$0	$0	$0	$40,000	0.005
Q267	PRWC- Demand Management Implementation	$102,679	$0	$0	$0	$0	$0	$205,358	0.064
P964	Water Use Evals for Non-Ag Users	$103,400	$0	$0	$0	$0	$0	$103,400	0.011
Q304	Venice Toilet Rebate and Retrofit Phase 9	$16,500	$0	$0	$0	$0	$0	$33,000	0.005

Table 3-f. Conservation Projects (continued)

Project Number	Water Supply Development Assistance - Conservation Rebates, Retrofits, Etc. Projects (Programmatic Budget 2.2.2.7)	Prior District Funding	FY2026 Funding	FY2027 Funding	FY2028 Funding	FY2029 Funding	FY2030 Funding	Total Project Cost	Benefit (mgd)
Q306	WRWSA Irrigation Eval Program, Phase 7	$51,000	$0	$0	$0	$0	$0	$102,000	0.025
Q311	Bay Laurel CCDD Water Conservation Program Phase 2	$191,900	$0	$0	$0	$0	$0	$383,800	0.055
Q319	Manatee County Toilet Rebate Phase 15	$50,000	$0	$0	$0	$0	$0	$100,000	0.017
Q371	Polk County Irrigation System Evaluation Program, Phase 8	$72,500	$0	$0	$0	$0	$0	$178,750	0.053
Q387	St. Pete Sensible Sprinkling Program, Phase 11	$50,000	$0	$0	$0	$0	$0	$100,000	0.055
Q414	TBW Demand Management Plan Implementation	$0	$528,000	$0	$0	$0	$0	$1,056,000	0.45
Total Conservation Rebates, Retrofits, Etc.		**$3,022,097**	**$753,000**	**$225,000**	**$225,000**	**$225,000**	**$225,000**	**$7,128,512**	**2.614**

Table 3-g. Water Supply Planning Projects

Project Number	Water Supply Planning (Programmatic Budget 1.1.1)	Prior District Funding	FY2026 Funding	FY2027 Funding	FY2028 Funding	FY2029 Funding	FY2030 Funding	Total Project Cost	Supply (mgd)
Q324	WRWSA Regional Water Supply Plan 2024 Update	$175,000	$0	$0	$0	$0	$0	$350,000	NA
Total Planning Projects		**$175,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$350,000**	**0**

Table 3-h. Summary of Funding for Water Supply Development Projects

Water Supply Development Assistance Project Totals (Programmatic Budget 2.2.2 & 1.1.1)	Prior District Funding	FY2026 Funding	FY2027 Funding	FY2028 Funding	FY2029 Funding	FY2030 Funding	Total Project Cost	Supply (mgd)
Surface Water Projects	$32,682,867	$14,000,000	$14,000,000	$14,000,000	$14,000,000	$14,000,000	$375,077,000	0.00
Regional Potable Water Interconnect Projects	$103,637,760	$53,987,121	$51,678,924	$37,231,598	$37,231,597	$0	$764,100,775	0.00
Reclaimed Water Projects	$15,696,800	$0	$0	$0	$0	$0	$36,611,182	4.31
Brackish Groundwater Development Projects	$43,798,985	$24,500,000	$24,500,000	$24,500,000	$24,500,000	$24,500,000	$479,799,000	22.50
Aquifer Recharge/ Storage and Recovery Projects	$3,243,500	$0	$2,779,875	$926,625	$0	$0	$13,900,000	0.00
Conservation Projects	$3,022,097	$753,000	$225,000	$225,000	$225,000	$225,000	$7,128,512	2.61
Water Supply Planning Projects	$175,000	$0	$0	$0	$0	$0	$350,000	0.00
Total Funding for Water Supply Development Projects	**$202,257,009**	**$93,240,121**	**$93,183,799**	**$76,883,223**	**$75,956,597**	**$38,725,000**	**$1,676,966,469**	**29.42**

Acronyms: ASR - aquifer storage and recovery, BMPs - best management practices, ET - evapotranspiration, mgd - million gallons per day, NERUSA/NWRUSA - Northeast/Northwest Regional Utility Service Areas of Polk County Utilities, PRMRWSA - Peace River Manasota Regional Water Supply Authority, PRWC - Polk Regional Water Cooperative, WRWSA - Withlacoochee Regional Water Supply Authority, TBW - Tampa Bay Water, CDD - Community Development District

Funding Sources

The District provides significant financial assistance for water resource development and water supply development projects through the District's Cooperative Funding Initiative (CFI) and District Initiatives. The financial assistance is provided primarily to governmental entities, but private entities may also participate in these programs. Portions of state funding are allocated to the District through the DEP and legislative appropriations for the Springs Initiative, the Florida Forever Program, the Water Protection and Sustainability Program, and the District's FARMS Program. These sources are described below.

District Funding

Cooperative Funding Initiative –The District's primary funding mechanism is its CFI program, which includes funding for major regional water supply and water resource development projects and localized projects throughout the District's 16-county jurisdiction. The CFI program is a matching grant program that enables the Governing Board to jointly participate with local governments and other entities to ensure proper development, use, and protection of the regional water resources of the District. Projects of mutual benefit are generally funded 50 percent by the District and 50 percent by the public or private cooperators. Communities or counties qualifying under the Rural Economic Development Initiative (Section 288.0656, F.S.) may be eligible for greater matching shares.
Projects with construction costs exceeding $5 million will undergo a third-party review to confirm costs, schedules, and ability to meet its resource benefits. Any state and federal funds received for the projects are applied directly against the project costs, with both parties benefitting equally.
Beginning in 2023, state and federal funds may be applied to eligible cost increases incurred above the Governing Board approved total project cost, before equally reducing both parties' share. The District is committed to solving the region's water resource issues through cooperative programs, such as the CFI program which has been in place since 1988. These efforts have been highly successful resulting in a combined investment (District and cooperators) of more than $4.3 billion in incentive- based funding assistance for a variety of water resource projects addressing the District's four areas of responsibility: water supply, natural systems, flood protection and water quality.

District Initiatives – Projects implemented through District Initiatives are of great importance or a regional priority and, in most cases, are fully funded by the District. Examples of these initiatives include Water Resource Development (WRD) projects such as: (1) the Quality of Water Improvement Program (QWIP) to plug deteriorated, free-flowing wells that waste water and cause inter-aquifer contamination; (2) the Utilities Services Group to conserve water by assisting utilities in controlling their water loss; (3) data collection and analysis to support major District initiatives such as the MFLs program; (4) the FARMS program and other various agricultural research projects designed to increase the water-use efficiency of agricultural operations; (5) WRD investigations and MFLs Recovery projects which may not have local cooperators; and (6) the WISE (Water Incentives Supporting Efficiency) program launched in 2019 offers cost-share funding for a wide variety of water conservation projects (50 percent match with a maximum of $20,000 per project) to non- agricultural entities.

State Funding

DEP Springs Initiative – A legislative appropriation specific to providing for the protection and restoration of Florida's major springs systems has enabled the DEP to assist local governments in achieving restoration goals through its Springs Initiative program. Eligible project types include agricultural best management practices, water conservation, hydrologic restoration, reuse, land acquisition, septic-to-sewer, wastewater treatment upgrades and stormwater treatment. Projects

funded by this initiative within the District's boundaries include the re-establishment of aquatic and shoreline vegetation near spring vents; construction of infrastructure necessary to convey wastewater in a priority focus area of Outstanding Florida Springs currently treated in septic systems or package plants to a centralized wastewater treatment facility which may increase reclaimed water production; and implementation of other BMPs within springshed basins. Projects that have been awarded funding from the DEP Springs Initiative grant may also be eligible for funding through the District's CFI program. These projects are listed in the Work Program Appendix A - Projects for Implementing BMAPs. The District did not receive applications for FY2026 for new funding.

The Florida Forever Program – The Florida Forever Act, as originally passed by the Florida Legislature in 1999, established the 10-year $3 billion statewide Florida Forever Program. The program was extended by the Legislature during the 2008 legislative session, allowing the program to continue for 10 more years at $300 million annually. A specific $30.8 million appropriation in the state's FY2026 budget was provided to the District for the acquisition of Kirkland Ranch property, approximately 947 acres in Pasco County, for water and land conservation. Previously, FY2011 was the last year the District received any new funding for the program. Since 1999, the District has allocated $95 million ($81.6 million for land acquisition and $13.4 million for water body restoration) of Florida Forever funding Districtwide in support of water resource development.

A "water resource development project" eligible for funding under the Florida Forever program is defined in Section 259.105, F.S., as a project that increases the amount of water available to meet the needs of natural systems and the citizens of the state by enhancing or restoring aquifer recharge, facilitating the capture and storage of excess flows in surface waters, or promoting reuse. Implementation of eligible projects under the program includes land acquisition, land and water body restoration, aquifer storage and recovery (ASR) facilities, surface water reservoirs, and other capital improvements. Numerous tracts have been acquired in the northern region including Potts and Flying Eagle preserves, Three Sisters Springs, and coastal preserves at Weeki Wachee and Chassahowitzka Rivers. A primary example of how the funds were used by the District for water resource development was the purchase of lands around Lake Hancock within the Peace River watershed, as the first step in restoring minimum flows to the Upper Peace River. In addition, the District Governing Board expended $35.7 million in ad valorem-based funding to complete the acquisition of lands associated with the Lake Hancock project which were acquired on a voluntary basis and through eminent domain proceedings. In FY2023, the District expended the final balance of its prior-year funds held in the state's Florida Forever Trust Fund.

Facilitating Agricultural Resource Management Systems (FARMS) Program – The District's FARMS Program is an agricultural best management practice (BMP) cost-share reimbursement program that involves both water quantity and water quality. This public/private partnership program was developed by the District and the Florida Department of Agriculture and Consumer Services (FDACS) in 2003. The purpose of the FARMS Program is to implement production-scale agricultural BMP projects that will provide water resource benefits including water quality improvement, reduction of Upper Floridan withdrawals, conservation, and restoration or augmentation of the area's water resources and ecology. Since 2003 the District has co-funded $57.1million dollars towards $97.7 million dollars in total project costs for 262 FARMS projects resulting in 33.1 million gallons per day (mgd) of water resource benefits. Operating under District Governing Board Policy, the program utilizes state funding when available. Since inception of the program, the District has utilized $7.3 million in state appropriations and $1.2 million from the FDACS. No funding has been provided by state appropriations since FY2009.

NRCS Environmental Quality Incentive Program (EQIP) – The EQIP provides technical, educational, and financial assistance to eligible farmers, ranchers, and forest landowners to address soil, water, and related natural resource concerns on their lands while complying with federal, state of Florida, and tribal environmental laws that encourage environmental

enhancement. The District's FARMS Program partners with the NRCS on both financial and technical levels and has coordinated dual cost-share projects whenever possible. The maximum funding for using both FARMS and EQIP is 75 percent of the total project cost.

Water Protection and Sustainability Program – Large areas of Florida do not have sufficient traditional water resources to meet the future needs of the state's growing population and the needs of the environment, agriculture and industry. The state's Water Protection and Sustainability Program Trust Fund (WPSPTF) was created in the 2005 legislative session through Senate Bill 444 to accelerate the development of alternative water sources and later recreated in Chapter 373, F.S., as part of the 2009 legislative session. Legislation focused on encouraging cooperation in the development of alternative water supplies and improving the linkage between local governments' land use plans and water management districts' regional water supply plans (RWSP). The program provides matching funds to the District for alternative water supply development assistance. From FY2006 through FY2009, the District was appropriated a total of $53.75 million by the Legislature through the WPSPTF for water supply development projects. An additional $700,000 in appropriations were allocated to the District between FY2020 and FY2021.

Program funds are applied toward a maximum of 20 percent of eligible project construction costs. In addition, the Legislature established a goal for each water management district to annually contribute funding equal to 100 percent of the state funding for alternative water supply development assistance, which the District has exceeded annually. The legislation also requires that a minimum of 80 percent of the WPSPTF funding be related to projects identified in a district water supply plan. The District's RWSP is utilized in the identification of the majority of WPSPTF-eligible projects. Projects are evaluated for funding based on consideration of the 14 factors described in Subsections 373.707(8)(f) and (g), F.S., and additional District evaluation factors as appropriate.

Water Supply and Water Resource Development Grant Program – In FY2020, the state appropriated funds in addition to the Water Protection and Sustainability Program through the establishment of a Water Supply and Water Resource Development grant program in order to maximize the effort of addressing the demands on Florida's water supply to meet the future needs of the state's growing population and the needs of the environment. By identifying and researching all viable alternative water supply resources, the grant program is intended to help communities plan for and implement conservation, reuse, and other water supply and water resource development projects. Projects selected for funding are prioritized by areas of greatest need and greatest benefit, including timeliness of implementation. From FY2020 through FY2025, more than $61 million has been awarded to the District by DEP for alternative water supply development through this grant program with an additional $10 million anticipated in FY2026.

Summary/Conclusions

The Work Program presented herein is adequate to ensure water is available to timely meet the water supply needs of existing and future reasonable-beneficial uses for a 1-in-10-year drought event and to avoid the adverse effects of competition for water supplies. Over the next five years, this Work Program outlines the District's commitment to ensure the availability of adequate water supplies for all reasonable-beneficial uses and to maintain the function of natural systems. It additionally illustrates the contributions of the District in support of MFLs and water reservations.

This Work Program outlines activities and projects that will make available 81.71 mgd of water upon completion, including reuse water and new potable supply. These benefits are associated with approximately $122.7 million budgeted for FY2026. The proposed funding for the 5-year Work Program is approximately $502.7 million through FY 2026-30. **Table 4** below summarizes the funding categorized in the Work Program as WRD data collection and analysis activities, WRD Projects, and Water Supply Development Projects.

Table 4. Work Program Summary

WRD Data Collection and Analysis Activities	Sum of Current Year District Funding (FY2026)	Sum of Five-Year District Funding (F2026-30)	Sum of Water Made Available (mgd)
Water Resource Development - Data Collection and Analysis Activities (Table 1)	$24,447,624	$101,698,592	NA
Water Resource Development - Projects (Table 2)	$5,021,000	$23,021,000	52.29
Water Supply Development - Projects (Table 3-h)	$93,240,121	$377,988,740	29.42
Totals	**$122,708,745**	**$502,708,332**	**81.71**

At the DEP's guidance, specific project details are provided in spreadsheet format. The DEP will present Work Program project data from each of the water management districts on their website for public review, in accordance with Section 373.536(6)(b), F.S. The detailed spreadsheet includes project schedules, cooperator and state funding levels, and the waterbodies and planning regions supported. The District's proposed Work Program projects spreadsheet is available online at: https://www.swfwmd.state.fl.us/resources/plans-reports/water-resource-development-work-program

The WRD and water supply projects set forth a commitment to develop projects associated with the implementation of MFLs, recovery/prevention strategies, and water reservations. The majority of projects are located within the SWUCA or NTBWUCA and support their recovery strategies by reducing impacts to the Upper Floridan aquifer. The remaining projects are located in the District's Northern Planning Region, where a proactive, preventative approach is taken to optimize available water resources.

The data collection and analysis activities are a critical part of the WRD component implemented by the District. These activities support the District's MFLs programs. At the beginning of FY2026, the District has established and continues to monitor 207 adopted MFLs and has scheduled the establishment or revaluation of 26 MFLs through FY2028. The District's annual MFLs Priority List and Schedule and Reservations List and Schedule is published in the Consolidated Annual Report, and can also be found on the District's webpage at: https://www.swfwmd.state.fl.us/projects/mfl/documents-and-reports

Other data collection and analysis activities include conducting watershed management planning, the QWIP program to preserve water resources through proper well abandonment, and the Implementation of stormwater storage and conveyance BMPs.

Appendix A
District Projects for Implementing Basin Management Action Plans

Basin Management Action Plans (BMAPs), led by the DEP, provide technical direction for restoring impaired waters by achieving pollutant reductions established by a Total Maximum Daily Load (TMDL). In 2016, the Florida Legislature amended Section 373.036, F.S., to require the identification of all specific projects that implement a BMAP or a recovery or prevention strategy in the Work Program. Consistent with section 373.036, F.S., and in a manner directed by the DEP and coordinated with all five water management Districts, this Appendix A of the Work Program provides a five-year funding outlook for projects that are BMAP related and include District funding. The District budgeted for thirteen BMAP projects, each benefitting the water quality of first- magnitude springs in the District's northern planning region.

Kings Bay/Crystal River Basin Management Action Plan

- Citrus County Cambridge Greens Septic to Sewer (W432)
- Crystal River Preserve State Park Redfish Hole Restoration (W401)
- Submerged Aquatic Vegetation Mapping (WS01)
- Three Sisters Education Campaign (W466)

Chassahowitzka, Homosassa Springs Basin management Action Plan

- Citrus County Old Homosassa West Septic to Sewer Project (WH04)
- Citrus County Old Homosassa East Septic to Sewer project (Q134)
- Submerged Aquatic Vegetation Mapping – Chassahowitzka (WS01)
- Submerged Aquatic Vegetation Mapping – Homosassa (WS01)
- NW Hernando Septic to Sewer Feasibility Study (Q419)

Weeki Wachee Springs Basin Management Action Plan

- Hernando County Weeki Wachee Springshed Nitrogen Removal Stormwater Retrofits (WW05)
- Submerged Aquatic Vegetation Mapping (WS01)
- Weeki Wachee Education Campaign (W466)
- NW Hernando Septic to Sewer Feasibility Study (Q419)

Rainbow Springs Basin Management Action Plan

- Submerged Aquatic Vegetation Mapping (WS01)

The projects are categorized under various District Programmatic Budget activity codes. District funding shares are presented in **Table A-1**. Funding awarded from the DEP is reflected in the funding columns. Additional funding from the local cooperator shares, including state appropriations are reflected under the total project cost. Project details are available in the Work Program BMAP spreadsheet available online at:

https://www.swfwmd.state.fl.us/resources/plans-reports/water-resource-development-work-program

Table A-1. Projects for Implementing BMAPs.

BMAPs Projects	Prior Funding	FY2026 Funding	FY2027 Funding	FY2028 Funding	FY2029 Funding	FY2030 Funding	Total Project Cost	Funding Sources
Citrus County Cambridge Greens Septic to Sewer (W432)	$7,200,500	$0	$0	$0	$0	$0	$10,243,000	District, DEP, Citrus County, State
Citrus County Old Homosassa West Septic to Sewer Project (WH04)	$8,950,800	$0	$0	$0	$0	$0	$10,333,000	District, DEP, Citrus County, State
Citrus County Old Homosassa East Septic to Sewer Project (Q134)	$15,660,800	$0	$0	$0	$0	$0	$18,131,600	District, DEP, Citrus County, State
Hernando County Weeki Wachee Springshed Nitrogen Removal Stormwater Retrofits (WW05)	$1,000,000	$0	$0	$0	$0	$0	$2,000,000	District, County
Crystal River Preserve State Park Redfish Hole Restoration (W401)	$197,601	$0	$2,000,000	$0	$0	$0	$2,197,601	District
Weeki Wachee Education Campaign (W466)	Annual Request	$10,000	$10,000	$10,000	$10,000	$10,000	Annual Request	District
Three Sisters Education Campaign (W466)	Annual Request	$5,000	$5,000	$5,000	$5,000	$5,000	Annual Request	District
Submerged Aquatic Vegetation Mapping (WS01)	Annual Request	$55,000	$55,000	$55,000	$55,000	$55,000	Annual Request	District
Submerged Aquatic Vegetation Mapping (WS01)	Annual Request	$55,000	$55,000	$55,000	$55,000	$55,000	Annual Request	District
Submerged Aquatic Vegetation Mapping (WS01)	Annual Request	$55,000	$55,000	$55,000	$55,000	$55,000	Annual Request	District

Submerged Aquatic Vegetation Mapping (WS01)	Annual Request	$55,000	$55,000	$55,000	$55,000	$55,000	Annual Request	District
Submerged Aquatic Vegetation Mapping (WS01)	Annual Request	$55,000	$55,000	$55,000	$55,000	$55,000	Annual Request	District
NW Hernando Septic to Sewer Feas. Study (Q149)	$0	$75,000	$0	$0	$0	$0	$150,000	District, Hernando County
Totals	**$33,009,701**	**$365,000**	**$2,290,000**	**$290,000**	**$290,000**	**$290,000**	**$43,055,201**	

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21139 **Agenda Date:** 11/4/2025 **Agenda No.:** 14.3.7.

SUBJECT:
Present Administrative Budget Transfer Report for FY 2025-26

INITIATOR:
Audrey Fowler, Director

DEPARTMENT:
Budget

DESCRIPTION/BACKGROUND:
Attached is the Administrative 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

10/09/2025 to 10/23/2025

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.

Rainbow Lakes Estates MSD

Rainbow Lakes Estates General Government

Journal Number # 2026-1-977 *Date Executed:* 10/21/2025

The Office of Economic and Development Research (EDR) released the Finalized Salaries of Elected County Constitutional Officers and School District Officials for Fiscal Year 2025-26. The salary report is available online at the link below: https://edr.state.fl.us/content/local-government/reports/index.cfm#elected-salaries <https://edr.state.fl.us/content/local-government/reports/index.cfm>
The attached budget amendments reflect the changes necessary to adjust for the County Constitutional Officers' final salary and related benefits.

	Fund	Dept	Account	Account Name	Amount
From	1300	500	549185	Charges Central Services Cost Allocation	$5
To	1300	500	549140	Other Current Charges Prop Appraiser	$5

RLE Comm Res Facility MSTU

Rainbow Lakes Estates Recreation

Journal Number # 2026-1-979 *Date Executed:* 10/21/2025

The Office of Economic and Development Research (EDR) released the Finalized Salaries of Elected County Constitutional Officers and School District Officials for Fiscal Year 2025-26. The salary report is available online at the link below:
https://edr.state.fl.us/content/local-government/reports/index.cfm#elected-salaries <https://edr.state.fl.us/content/local-government/reports/index.cfm>
The attached budget amendments reflect the changes necessary to adjust for the County Constitutional Officers' final salary and related benefits.

	Fund	Dept	Account	Account Name	Amount
From	1301	504	549185	Charges Central Services Cost Allocation	$3
To	1301	504	549140	Other Current Charges Prop Appraiser	$3

Marion Oaks MSTU

Marion Oaks Recreation

Journal Number # 2026-1-980 *Date Executed:* 10/21/2025

The Office of Economic and Development Research (EDR) released the Finalized Salaries of Elected County Constitutional Officers and School District Officials for Fiscal Year 2025-26. The salary report is available online at the link below:
https://edr.state.fl.us/content/local-government/reports/index.cfm#elected-salaries
<https://edr.state.fl.us/content/local-government/reports/index.cfm>
The attached budget amendments reflect the changes necessary to adjust for the County Constitutional Officers' final salary and related benefits.

	Fund	Dept	Account	Account Name	Amount
From	1310	510	549185	Charges Central Services Cost Allocation	$29
To	1310	510	549140	Other Current Charges Prop Appraiser	$29

Silver Springs Shores Special Tax District

Silver Springs Shores

Journal Number # 2026-1-981 *Date Executed:* 10/21/2025

The Office of Economic and Development Research (EDR) released the Finalized Salaries of Elected County Constitutional Officers and School District Officials for Fiscal Year 2025-26. The salary report is available online at the link below:
https://edr.state.fl.us/content/local-government/reports/index.cfm#elected-salaries
<https://edr.state.fl.us/content/local-government/reports/index.cfm>
The attached budget amendments reflect the changes necessary to adjust for the County Constitutional Officers' final salary and related benefits.

	Fund	Dept	Account	Account Name	Amount
From	1320	520	549185	Charges Central Services Cost Allocation	$21
To	1320	520	549140	Other Current Charges Prop Appraiser	$21

Hills of Ocala MSTU for Recreation

Hills of Ocala Recreation

Journal Number # 2026-1-983 *Date Executed:* 10/21/2025

The Office of Economic and Development Research (EDR) released the Finalized Salaries of Elected County Constitutional Officers and School District Officials for Fiscal Year 2025-26. The salary report is available online at the link below:
https://edr.state.fl.us/content/local-government/reports/index.cfm#elected-salaries
<https://edr.state.fl.us/content/local-government/reports/index.cfm>
The attached budget amendments reflect the changes necessary to adjust for the County Constitutional Officers' final salary and related benefits.

	Fund	Dept	Account	Account Name	Amount
From	1330	530	549185	Charges Central Services Cost Allocation	$1
To	1330	530	549140	Other Current Charges Prop Appraiser	$1

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21146 **Agenda Date:** 11/4/2025 **Agenda No.:** 14.3.8.

SUBJECT:
Present Memorandum From Gregory C. Harrell, Clerk Of The Circuit Court And Comptroller, Regarding The Filing Of Ordinances Corrected 24-38, 25-03 And 25-47 With the Secretary Of State's Office.

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

DESCRIPTION/BACKGROUND:
Present Memorandum From Gregory C. Harrell, Clerk Of The Circuit Court And Comptroller, Regarding The Filing Of Ordinances Corrected 24-38, 25-03 And 25-47 With the Secretary Of State's Office.

BUDGET/IMPACT:
None.

RECOMMENDED ACTION:
None, information only.

GREGORY C. HARRELL
CLERK OF COURT AND COMPTROLLER - MARION COUNTY, FLORIDA

CLERK OF COURT
RECORDER OF OFFICIAL RECORDS
CLERK AND ACCOUNTANT OF THE BOARD OF COUNTY COMMISSIONERS
CUSTODIAN OF COUNTY FUNDS AND COUNTY AUDITOR

POST OFFICE BOX 1030
OCALA, FLORIDA 34478-1030
TELEPHONE (352) 671-5604
WWW.MARIONCOUNTYCLERK.ORG

TO: Marion County Board of County Commissioners

FROM: Gregory C. Harrell, Clerk of Circuit Court and Comptroller

DATE: October 23, 2025

RE: Ordinances Corrected 24-28, Corrected 25-03, And Corrected 25-47

The 2013 Legislature passed legislation that changed the manner by which County Ordinances were to be filed with the Florida Department of State and the manner in which the Department would acknowledge that filing. "An Act relating to paper reduction", Chapter 2013-192, amended Section 125.66, Florida Statutes, to require the Clerks of the Board of County Commissioners to file Ordinances and Amendments, as well as Emergency Ordinances, by e-mail to the Department. In turn, the Department would acknowledge receipt of such documents by return e-mail.

Attached, please find e-mail correspondence from the Clerk's Office to the Department and their acknowledgement related to the above Ordinance(s).

GCH/sm

FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

CORD BYRD
Secretary of State

October 14, 2025

Gregory C. Harrell
Clerk of Court
Marion County
P.O. Box 1030
Ocala, FL 34478-1030

Dear Gregory Harrell:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Marion County Corrected Ordinance No. 24-28, which was filed in this office on October 14, 2025.

Sincerely,

Alexandra Leijon
Administrative Code and Register Director

AL/dp

R. A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399-0250
Telephone: (850) 245-6270

Susan Mills McAllister

From: County Ordinances <CountyOrdinances@dos.fl.gov>
Sent: Tuesday, October 14, 2025 03:39 PM
To: Susan Mills McAllister; County Ordinances
Cc: Debra Windberg; Debra Lewter; Jared Thornton
Subject: RE: MRN20241015_ORDINANCE_2024_28 - CORRECTED
Attachments: Marion20251014_Ordinance24_28_Ack (CORRECTED).pdf

Good afternoon,

Attached is the acknowledgement letter for Marion County Corrected Ordinance 24-28.

Thank you,

David Parrish
Government Operations Consultant II
Office of the General Counsel
Department of State
Room 701 – The Capitol – Tallahassee, FL
P: (850) 245-6270

From: Susan Mills McAllister <SusanM@marioncountyclerk.org>
Sent: Tuesday, October 14, 2025 3:28 PM
To: County Ordinances <CountyOrdinances@dos.fl.gov>
Cc: Debra Windberg <DebraW@marioncountyclerk.org>; Debra Lewter <DebraL@marioncountyclerk.org>; Jared Thornton <jaredt@marioncountyclerk.org>
Subject: MRN20241015_ORDINANCE_2024_28 - CORRECTED

EMAIL RECEIVED FROM EXTERNAL SOURCE

The attachments/links in this message have been scanned by Proofpoint.

Good afternoon Ms. Grosenbaugh,

Pursuant to provisions of Florida Statutes, attached for filing in your office is an electronic pdf copy of the ***corrected*** Marion County Ordinance 24-28. Also included is the cover letter from the Chief Assistant County Attorney in regard to this issue. The Ordinance was adopted by the Marion County Board of County Commissioners on October 15, 2024 and was originally filed in your office on October 24, 2024.

Please advise our office of the date on which this corrected Ordinance is received or should you need anything further.

Thank you in advance for your cooperation in this matter.

Susan Mills McAllister
Clerk, Commission Records
352-671-5727 | SusanM@marioncountyclerk.org
Office of Gregory C. Harrell
Marion County Clerk of Court and Comptroller
PO Box 1030, Ocala FL 34478-1030
352-671-5604 | www.marioncountyclerk.org
"Here to serve and protect the public trust"

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

INTERDEPARTMENTAL CORRESPONDENCE

TO: Debra Windberg-Deputy Clerk, Commission Records Division

FROM: Dana E. Olesky, Chief Assistant County Attorney

DATE: October 13, 2025

SUBJECT: Scrivener's Errors on Ordinance 24-28

Pursuant to provisions of Florida Statutes, attached for filing in your office is an electronic PDF copy of the corrected Marion County Ordinance 24-28. The Ordinance was adopted by the Marion County Board of County Commissioners on October 15, 2024 and was originally filed on October 24, 2024.

Ordinance 24-28 that was adopted October 15, 2024, had scrivener's errors in Table A: Section 9, Letter B; and the Effective date, which have all now been corrected.

Attached is a copy of the corrected Ordinance 24-28.

CORRECTED
ORDINANCE NO. 24-28

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

WHEREAS, the Board of County Commissioners of Marion County, Florida (Board), is responsible for and has established the zoning of parcels of property in the unincorporated area of Marion County as reflected on the official Zoning Map, and

WHEREAS, property owner(s) have submitted petition(s) for rezoning and/or special use permits and such applications identify the property by metes and bounds description or by the Marion County Property Appraiser parcel number and such identifications of property are hereby incorporated into this ordinance by reference, and

WHEREAS, the Board has considered the recommendations of the Marion County Planning and Zoning Commission and has conducted the necessary public hearing and has approved the applications contained in this ordinance. Now therefore,

BE IT ORDAINED by the Board of County Commissioners of Marion County, Florida:

SECTION 1. REZONING AND SPECIAL USE PERMIT APPROVALS. The Board hereby approves the below-listed applications for Rezoning and Special Use Permits. NOTE: The terms and conditions of Board approvals of Special Use Permits and Planned Unit Developments are stated in the Board Resolution corresponding to each Special Use Permit and Planned Unit Development Petition shown below.

1. **AGENDA ITEM 15.2.1. 240902SU** – Dinkins & Dinkins, LLC, Special Use Permit to allow for outdoor storage tank, in a Community Business (B-2) zone, 1.83 acre parcel, on Parcel Account Number 29850-000-06, Site Address 3751 SE 36th Avenue, Ocala, FL 34471.

   Subject to all terms and conditions of Resolution 24-R-483 attached hereto and incorporated herein by reference.

2. **AGENDA ITEM 15.2.2. 241003SU** – Aldana Land Development, LLC, Special Use Permit to allow for construction of a Storage Warehouse, in a Community Business (B-2) zone, 2.74 acre parcel, on Parcel Account Number 41489-001-00, No Address Assigned.

Subject to all terms and conditions of Resolution 24-R-481 attached hereto and incorporated herein by reference.

3. **AGENDA ITEM 15.2.3. 241004SU** – Finney's Professional Pressure Washing, LLC, Special Use Permit to modify existing Special Use Permit (221104SU) for an equipment storage building, increasing in size from 30' x 50' to 36' x 55' with an additional 12' x 55' lean-to, in a Rural Commercial (RC-1) zone, 2.79-acre parcel, on Parcel Account Number 50063-001-01, Site Address 17900 S Highway 25, Weirsdale, FL 32195

Subject to all terms and conditions of Resolution 24-R-482 attached hereto and incorporated herein by reference.

4. **AGENDA ITEM 15.2.4. 241005ZC** – TLC Group Services, LLC, Zoning Change from Regional Business (B-4) to Rural Residential (RR-1), for all permitted uses, 0.50 Acres, on Parcel Account Number 2002-057-001, No Address Assigned.

5. **AGENDA ITEM 15.3.4. 241007ZP** – Optimum Dealership Group, LLC, Florida Investment Fund of Birmingham, LLC, Investment Company of Florida, LLC, Simeon Holdings, LLC, and Gary and Pamela Turnley, Zoning Change from General Agriculture (A-1), Community Business (B-2), Regional Business (B-4), and Heavy Business (B-5) to Planned Unit Development (PUD), 81.85 acre tract, on Parcel Account Numbers 36475-000-00, 36474-000-00, 36474-001-00, 36547-001-00, 36547-000-00, 36547-002-00, and 36514-000-00, Site Addresses 2916 SE 73rd S, 2920 SE 73rd ST, 2700 SE 73rd ST, 7350 S US Hwy 441, 7392 S US Hwy 441, 7400 S US Hwy 441, and 7680 S US Hwy 441, Ocala FL 34480.

Subject to all terms and conditions of Resolution 24-R-484 attached hereto and incorporated herein by reference.

SECTION 2. The Board hereby authorizes the official zoning map to be revised to reflect the above described re-zonings and special use permits.

SECTION 3. EFFECTIVE DATE. A copy of this Ordinance as enacted shall be filed by the Clerk of the Board by email with the Office of the Secretary of State of Florida within ten (10) days after enactment, and this Ordinance shall take effect upon receipt of official acknowledgement from the Secretary of State that this Ordinance has been filed with such office.

DULY ADOPTED in regular session this 15TH day of OCTOBER, 2024.

ATTEST:

GREGORY C. HARRELL, CLERK

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

MICHELLE STONE, CHAIR

RECEIVED NOTICE FROM SECRETARY OF STATE ON OCTOBER 14, 2025 ADVISING ORDINANCE WAS FILED ON OCTOBER 14, 2025.

RESOLUTION NO. 24-R-481

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, APPROVING A SPECIAL USE PERMIT, PROVIDING AN EFFECTIVE DATE.

WHEREAS, a petition for a Special Use Permit was duly filed with the Growth Services Department and considered by the Marion County Planning and Zoning Commission at its meeting on September 30, 2024; and

WHEREAS, the aforementioned petition was considered at a public hearing held by the Board of County Commissioners of Marion County, Florida, at its meeting on Tuesday, October 15, 2024. Now therefore,

BE IT RESOLVED by the Board of County Commissioners of Marion County, Florida:

SECTION 1. SPECIAL USE PERMIT PETITION 241003SU – Aldana Land Development, LLC The petition requesting a Special Use Permit, Articles 2 and 4 of the Marion County Land Development Code, as submitted by Travis Aldana, Ocala FL 34471, to allow for construction of a Storage Warehouse in a Community Business (B-2) Zone, on approximately 2.74 acres, on Parcel Account Number 41489-001-00, No Address Assigned.

SECTION 2. FINDINGS AND CONDITIONS. The Board of County Commissioners agrees with the recommendation and findings of the Planning and Zoning Commission and approves the Special Use Permit subject to the following conditions:

1. All commercial activity of all owners and possessors of the subject property must occur inside the enclosed warehouse building at all times.
2. Outside storage is prohibited.
3. A separate special use permit will be required for the parking of any commercial vehicle in excess of 16,000 lbs on the premises, which is not used specifically for the permitted business, the commercial warehouse subject to this request.
4. There shall be no waste accumulated at this property.
5. Central utility connection requirements, including water and sewer, will be determined at the time of the commercial site plan, and again with any expansion of the site, in accordance with LDC 6.14.2, which would require extensive offsite main extensions at developer's expense.
6. The site will adhere to the following buffer requirements, and is not eligible for waivers through the DRC review process:

a. Type D buffer along the Eastern, and Southern parcel boundaries; and
b. Type C buffer along the Western parcel boundary which borders the WRA, and also the Northern parcel boundary along the ROW.

7. Signs must adhere to all applicable regulations, including the LDC.

8. Any lighting shall be planned, using the lowest wattage of lamp as possible to provide the amount of light needed according to standards provided by the Illuminating Engineering Society of North America (IESNA).
9. Any lighting for the signage on the property shall be arranged to illuminate only the signs directly, with the source of the light not aimed or casting light off the property in any way, so as to avoid spillage of light and glare onto adjacent streets and properties.
10. To avoid conflicts, locations of light fixtures must be coordinated with the location of all trees and landscaping whether existing or proposed as shown on the landscape plan. Glare control shall not be achieved solely through landscape vegetation, but through shielding, fixture mounting height, wattage, aiming angle, and fixture placement.
11. Controls shall be employed that automatically extinguish all outdoor lighting when sufficient daylight is available.
12. Signage lighting fixtures will not be installed higher than 15 feet high. No neon, flashing, or scrolling signs will be permitted on this site.
13. Required yards and other green space will be analyzed in the review of the commercial site plan. This site must meet all applicable regulations, and is not eligible for waivers through the DRC review process on this requirement.
14. The site shall be developed and operated consistent with the submitted site plan and the conditions as provided with this approval.
15. An approved major site plan which is consistent with this concept plan is required.
16. The Special Use Permit shall run with the land.

SECTION 3. REVOCATION. Violation or failure to comply with one or more condition(s) of this Special Use Permit shall be grounds for revocation of this Special Use Permit by the Board at a noticed public hearing.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session this 15th day of October, 2024.

ATTEST:

GREGORY C. HARRELL, CLERK

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

MICHELLE STONE, CHAIRMAN

RESOLUTION NO. 24-R-482

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, APPROVING A SPECIAL USE PERMIT, PROVIDING AN EFFECTIVE DATE.

WHEREAS, a petition for a Special Use Permit was duly filed with the Growth Services Department and considered by the Marion County Planning and Zoning Commission at its meeting on September 30, 2024; and

WHEREAS, the aforementioned petition was considered at a public hearing held by the Board of County Commissioners of Marion County, Florida, at its meeting on Tuesday, October 15, 2024. Now therefore,

BE IT RESOLVED by the Board of County Commissioners of Marion County, Florida:

SECTION 1. SPECIAL USE PERMIT PETITION 241004SU – Finney's Professional Pressure Washing, LLC The petition requesting a Special Use Permit, Articles 2 and 4 of the Marion County Land Development Code, as submitted by Jeffery and Virginia Finney, Lady Lake FL 32159, to modify existing Special Use Permit (221104SU) for an equipment storage building, increasing in size from 30' x 50' to 36' x 55' with an additional 12' x 55' lean-to, in a Rural Commercial (RC-1) Zone, on approximately 2.79 acres, on Parcel Account Number 50063-001-01, Site Address 17900 S Highway 25, Weirsdale, FL 32159.

SECTION 2. FINDINGS AND CONDITIONS. The Board of County Commissioners agrees with the recommendation and findings of the Planning and Zoning Commission and approves the Special Use Permit subject to the following conditions:

1. Parking areas shall be paved with screening and buffering requirements provided in LDC Sections 6.8.7 and 6.8.9 being met.
2. A minimum five-foot wide landscape area consisting of shrubs and groundcovers, excluding turfgrass, shall be provided around the perimeter of parking areas to form a landscape screen with a minimum height of three feet achieved within one year of planting. A land use buffer that abuts a parking area may satisfy this requirement. (LDC Section 6.8.7.A)
3. 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.
4. If signage is proposed, all necessary Building permits must be obtained.
5. Screening and buffering shall be maintained in perpetuity.
6. Screening and buffering for the existing storage structure must meet requirements of previously approved special use permit conditions, listed herein, before construction of the proposed building may take place.

7. The newly proposed structure must also adhere to the above screening and buffering requirements.
8. The applicant must notify Planning staff once the buffering is installed. Upon staff confirmation that buffering is in place, the address hold will be removed and permits for the proposed building may be pulled.
9. At a minimum, waste shall be removed weekly from the property with screening complying with requirements provided in LDC Section 6.8.9.
10. Fencing and vegetative buffers must meet Land Development Code requirements.
11. The site shall be developed and operated consistent with the original conditions, included herein, duly adopted December 20th, 2022 as Resolution 22-R-668 as well as the additional conditions imposed with this modification to the special use permit.
12. This special use permit runs with the property.
13. An office may be permitted on-site.
14. The Special Use Permit shall expire on November 15, 2027; however, it may be renewed administratively for up to 5 years by a written instrument signed and issued by the Growth Services Director (or position equivalent to the Growth Services Director at that time), 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' 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
    c. The Growth Service Manager 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.)

SECTION 3. REVOCATION. Violation or failure to comply with one or more condition(s) of this Special Use Permit shall be grounds for revocation of this Special Use Permit by the Board at a noticed public hearing.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session this 15th day of October, 2024.

ATTEST:

GREGORY C. HARRELL, CLERK

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

MICHELLE STONE, CHAIRMAN

RESOLUTION NO. 24-R-483

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, APPROVING A SPECIAL USE PERMIT, PROVIDING AN EFFECTIVE DATE.

WHEREAS, a petition for a Special Use Permit was duly filed with the Growth Services Department and considered by the Marion County Planning and Zoning Commission at its meeting on September 30, 2024; and

WHEREAS, the aforementioned petition was considered at a public hearing held by the Board of County Commissioners of Marion County, Florida, at its meeting on Tuesday, October 15, 2024. Now therefore,

BE IT RESOLVED by the Board of County Commissioners of Marion County, Florida:

SECTION 1. SPECIAL USE PERMIT PETITION 240902SU – Dinkins & Dinkins, LLC The petition requesting a Special Use Permit, Articles 2 and 4 of the Marion County Land Development Code, as submitted by Justin's Belleview Pool Supply, LLC, Ocala FL 34471, to allow for an outdoor storage tank in a Community Business (B-2) Zone, on approximately 1.83 acres, on Parcel Account Number 29850-000-06, Site Address 3751 SE 36th Avenue, Ocala, FL 34471.

SECTION 2. FINDINGS AND CONDITIONS. The Board of County Commissioners agrees with the recommendation and findings of the Planning and Zoning Commission and approves the Special Use Permit subject to the following conditions:

1. Prior to the commencement of construction of the chlorine tank, Applicant shall restore dumpster to an appropriate location consistent with all applicable regulations.
2. Prior to the commencement of construction of the chlorine tank, Applicant shall restore displaced grease trap receptacle to an appropriate location consistent with all applicable regulations
3. A revised major site plan, or waiver, is required before the project may commence if, in pursuit of restoring all refuse receptacles to their appropriate and compliant locations, any impervious surface is added to this site.
4. A revised major site plan or waiver is required before the project may commence if, in pursuit of providing sufficient parking ancillary to the requested use, the project requires any new additional impervious surface.
5. Dumpster, Grease Trap receptacle, as well as any other refuse receptacle, must be provided an appropriate, dedicated location which meets all applicable regulations, including but not limited to proper visual screening.
6. The tank shall not be installed on or near a grease trap.

7. An opaque fence shall be installed around the chlorine tank area, and the fence shall be at least one (1) foot taller than the total collective height of the chlorine tank, and the stand on which the chlorine tank is to be installed.
8. Bollards shall be placed around the chlorine tank, outside of the fence to prevent vehicles from making contact with the tank.
9. A landscape plan shall be provided prior to the construction of the tank.
10. Applicant shall install four (4) accent/ornamental trees, and a viburnum hedge reaching three (3) feet tall within one (1) year of construction, on the south side of the project site along the right of way, consistent with the area indicated in Exhibit A (Figure 7 of the staff report; depicting area identified as priority need for screening and buffering). Applicant is to work with the County Arborist to determine the appropriate types and suitable mixture of vegetation for this location to satisfy this condition. No waivers shall be granted for this requirement. The applicant shall maintain this landscaping.
11. The chlorine tank shall remain well-lit from dusk to dawn, and in view of operational, monitored security camera on south side of building.
12. All lighting shall be arranged to illuminate only the chlorine tank area directly, with the source of the light not aimed or casting light off the property in any way, so as to avoid spillage of light and glare onto adjacent streets and properties.
13. To avoid conflicts, locations of light fixtures must be coordinated with the location of all trees and landscaping, whether existing or proposed to meet other screening and buffering conditions provided herein.
14. Controls shall be employed that automatically extinguish all outdoor lighting for the chlorine tank area when sufficient daylight is available.
15. This site shall be developed consistent with the proposed conceptual plan and the allowance for the installation of a chlorine tank is limited to one tank, only.
16. A permit will be required for the chlorine tank from Marion County Building Safety.
17. Applicant shall meet all applicable regulations imposed by the Florida Building Code, as well as any applicable Fire Safety regulations.
18. Applicant must meet all Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) spill reporting requirements.
19. Applicant must meet the Hazardous Substance Tank registration requirement imposed by the state through agencies such as, but not limited to Florida Department of Environmental Protection, and Florida Department of Health, as well as any other applicable state regulations, such as, but not limited to reportable quantities regulations. Tank registration criteria is found in the Florida Administrative Code.
20. The Special Use Permit shall run with the applicant, Justin's Belleview Pool Supply, LLC; and the owner, Dinkins and Dinkins, LLC, and not the property.
21. The Special Use Permit shall terminate upon any division, subdivision, or transfer of the subject property, or if the applicant vacates the property.
22. The Special Use Permit shall expire on October 14, 2027, and it will be eligible for administrative renewal up to 3 consecutive times for up to 5 years each, by written instrument signed and issued by the Growth Services Director (or a position equivalent to the Growth Services Director at that time), unless:
    a. There have been unresolved violations of the County Land Development Code, the County Code of Ordinances, The Florida

Building Code, any other applicable regulations, and/or the conditions of the Permit,

b. Neighboring property owners within 300' of the subject property have complained to the County Code Enforcement, Zoning, Building Safety, or equivalent/similar Departments/Divisions about the uses of the subject property by this Permit, 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 review process equivalent at that time).

SECTION 3. REVOCATION. Violation or failure to comply with one or more condition(s) of this Special Use Permit shall be grounds for revocation of this Special Use Permit by the Board at a noticed public hearing.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session this 15th day of October, 2024.

ATTEST:

GREGORY C. HARRELL, CLERK

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

MICHELLE STONE, CHAIRMAN

EXHIBIT A



CORRECTED

RESOLUTION NO. 24-R-484

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, APPROVING A PLANNED UNIT DEVELOPMENT ON ±81.85 ACRES FOR OPTIMUM DEALERSHIP GROUP, LLC ET AL., ZONING CASE NUMBER 241007ZP; PROVIDING AN EFFECTIVE DATE.

WHEREAS, an application for a Planned Unit Development was duly filed with the Growth Services Department and considered by the Marion County Planning and Zoning Commission at its meeting on September 30, 2024; and

WHEREAS, the aforementioned application was considered at a public hearing held by the Board of County Commissioners of Marion County, Florida, at its meeting on Tuesday, October 15, 2024. Now therefore,

BE IT RESOLVED by the Board of County Commissioners of Marion County, Florida:

SECTION 1. PLANNED UNIT DEVELOPMENT APPLICATION 241007ZP – Optimum Dealership Group, LLC, Florida Investment Fund of Birmingham, LLC, Investment Company of Florida, LLC, Simeon Holdings, LLC, and Gary and Pamela Turnley The application requesting a Planned Unit Development, Articles 2 and 4 of the Marion County Land Development Code, as submitted by Klein & Klein, LLC, Ocala FL 34471, from General Agriculture (A-1), Community Business (B-2), Regional Business (B-4), and Heavy Business (B-5) to Planned Unit Development (PUD), on approximately 81.85 Acres, on Parcel Account Numbers 36474-000-00, 36474-001-00, 36475-000-00, 36547-000-00, 36547-001-00, 36547-002-00, & 36514-000-00, Site Addresses 2916 SE 73rd ST, 2920 SE 73rd ST, 2700 SE 73rd ST, 7350 S US Hwy 441, 7392 S US Hwy 441, 7400 S US Hwy 441, and 7680 S US Hwy 441, Ocala FL 34480.

SECTION 2. FINDINGS AND DEVELOPMENT CONDITIONS. The Board of County Commissioners agrees with the recommendation and findings of the Planning and Zoning Commission recommending approval of the Planned Unit Development and the Board approves the Planned Unit Development subject to the following development conditions:

1. The PUD shall be developed consistent with the PUD Concept Plan, as revised (9/2004), and the development conditions provided with this approval.
2. The PUD's uses shall conform to the authorized uses and maximum floor area ratio (FAR) standards as listed and illustrated on the PUD Conceptual Master Plan Sheet C004, further detailed in Table A below:

Table A. PUD Uses and Maximum Floor Area Ratios (FAR) (by Parcel/Area)	
Parcel Identification No.	**Eligible Uses & Maximum Floor Area Ratio (FAR)**
NORTH AREA	
36474-000-00	RV Sales and Service or uses permitted under B-4 zoning classification; maximum 0.4 FAR
36474-001-00	RV Sales and Service or uses permitted under B-2 zoning classification; maximum 0.4 FAR
36475-000-00	RV Sales and Service or uses permitted under B-4 zoning classification; maximum 0.4 FAR
SOUTH AREA	
36547-000-00 – up to 500-foot depth along west side of S. Hwy 441 frontage (aligns with existing prior B-5)	RV Sales and Service or uses permitted under B-5 zoning classification; maximum 0.25 FAR
36547-000-00 – remaining west portion of parcel	RV Sales and Service or uses permitted under B-4 zoning classification; maximum 0.25 FAR
36547-001-00	RV Sales Only; use only for sales/display of RVs; maximum 0.25 FAR
36547-002-00 – up to 500-foot depth along west side of S. Hwy 441 frontage (aligns with existing prior B-5)	RV Sales and Service or uses permitted under B-5 zoning classification; maximum 0.25 FAR
36547-002-00 – remaining west portion of parcel	RV Sales and Service or uses permitted under B-4 zoning classification; maximum 0.25 FAR
36514-000-00 - 500-foot depth along west side of S. Hwy 441 frontage (aligns with existing prior B-4 and B-5)	RV Sales and Service or uses permitted under B-5 zoning classification; maximum 0.25 FAR
36514-000-00 – remaining west and southwest portions of parcel	RV Sales and Service Only; maximum 0.25 FAR
36514-000-00 – southwest portion of parcel along SE 80th Street	No Development (existing former Limerock Quarry)

3. No campground, camping, and/or overnight stays shall occur in any area of the PUD.
4. No on-site public address (PA) systems shall be utilized.
5. All vehicle repair and/or service work shall be required to take place in a fully enclosed building with closed doors, wherein no repair work shall occur in open bays or bays with open doors.

6. The PUD shall comply with the following design and development standards listed in Table B below:

TABLE B. PROPOSED DESIGN & DEVELOPMENT STANDARDS	
Minimum Setback Direction/Yard	*Setback Distance (Feet)*
Minimum Front Setback	40'
Minimum Side Setback	25'
Minimum Rear Setback	25'
Accessory Structure Setback	25'
Building Height Restriction Setback per LDC Section 4.2.31E(4)(b)1	100'
Maximum Building Height	75'

7. The PUD shall comply with the PUD Development Buffers listed in Table D below:

TABLE D. BUFFER COMPARISON AND RECOMMENDATION		
Direction	**Adjoining Use**	**Required**
NORTH AREA		
North	COM: MHP/RVP Auto Sales	No Buffer
South	COM: Dollar General	No Buffer
	SE 73rd Street* PUD Comm.	Modified Type-C with all trees installed to be a minimum 4" caliper, and including a double-staggered hedgerow consisting of sweet viburnum (Viburnum odoratissimum) a minimum 7 gallon/3-feet height size at installation to achieve and be maintained at a 10' height.
East	US Hwy 441	Type-C
West	COM: Church Vacant Ag/Com	Option 1: Modified Type-B 20' wide without wall with 3 shade trees and 3 accent/orn. trees **OR** Option 2: 15' Type-D with Wall; the specific buffer option provided along the parcel boundary shared with the Calvary Missionary Baptist Church on Parcel Id. No. 36479-000-00 shall be determined by the Church with the final buffer option identified on the Final PUD Master Plan or equivalent.

SOUTH AREA		
North	SE 73rd Street* COM: Church PUD Comm.	Modified Type-C with all trees installed to be a minimum 4" caliper, and including a double-staggered hedgerow consisting of sweet viburnum (Viburnum odoratissimum) a minimum 7 gallon/3-feet height size at installation to achieve and be maintained at a 10' height.
South	COM: RV Sales, Shed Sales	No Buffer
	SE 80th Street	Type IV – 30' Undisturbed ("No touch")
East	US Hwy 441	Type-C
	COM: RV Sales, Shed Sales	No Buffer
	RVP/MHP	Type IV – 30' Undisturbed ("No touch")
West (overall)	Ag/Residential Tracts Legendary Trails	Type IV – 50' Undisturbed ("No touch")
*The SE 73rd Street buffers for the north and south areas shall be completely installed prior to in conjunction with PUD developer's obligation to reconstruct SE 73rd Street as provided in Condition #9 below.		

8. The PUD developer will be required to address and provide any necessary transportation improvements (access/operation and/or system) identified by the final Traffic Study and any supplemental study information as required by the County Engineer, with any improvements being completed in a manner and timeline subject to approval by the County Engineer.
9. The PUD developer shall be responsible for the removal of the existing driveway connection located at the southwest corner of the S. Hwy 441 and SE 73rd Street intersection, and the reconstruction and improvement of SE 73rd Street, consistent with the findings of the Traffic Study, in accordance with the County's LDC provisions and the following:
   a. Within 60 days of receiving approval of the PUD Traffic Study, the PUD developer shall submit the construction/improvement plans for the SE 73rd Street improvements to include removal of the S. Hwy 441/SE 73rd Street intersection driveway,
   b. Within 180 days of approval of the construction/improvement plans for SE 73rd Street, the construction of the required improvements to SE 73rd Street and removal of the driveway at the southeast corner of the S. Hwy 441/SE 73rd Street intersection shall be completed.
   c. SE 73rd Street shall be reconstructed to meet a current County standard and off-site improvement plans shall be provided for review and approval by the County Engineer and in accordance with the Traffic Study.

10. The PUD's vehicular access shall be provided as follows:
    a. North PUD – SE 73rd Street, and cross access consistent with the PUD Concept Plan and LDC;
    b. South PUD – S. US Hwy 441, SE 73rd Street, and cross access consistent with the PUD Concept Plan and LDC.
    c. No access shall be provided to SE 80th Street.
11. Building separations shall meet all requirements placed on development by Building and Fire Safety Codes.
12. The PUD site must comply with the County's LDC site lighting standards that require lighting be shielded so as to not cast direct lighting off-site and a photometric plan shall be provided within 60 days of this PUD's approval. The plan shall demonstrate how the PUD site lighting complies, or will be modified to comply, with the County's LDC site lighting standards, and there shall be immediate implementation by the PUD developer for the existing lighting and then shall provide for phased development of the site to ensure no negative impacts to neighboring parcels.
13. The final PUD development plans shall demonstrate compliance with minimum open space requirements, consistent with LDC provisions.
14. The final PUD development plans shall demonstrate compliance with minimum improved open space requirements, consistent with LDC provisions.
15. Within 60 days of this PUD's approval, the PUD developer shall submit a photometric plan that identifies all existing PUD site lighting wherein the plan shall demonstrate how the PUD site lighting complies, or will be modified to comply, with the County's LDC site lighting standards; the plan will include a schedule for completion of any necessary modifications identified to achieve compliance with the County's LDC site lighting standards.
16. Within one (1) year of this PUD's approval, the full PUD-wide final PUD Master Plan, or equivalent, shall be submitted for review through the appropriate County development application review process.
17. The Major Site Plan(s) for the PUD shall be submitted within six (6) months of the approval of the PUD Master Plan, or equivalent.
18. The final PUD Master Plan, or equivalent, shall further identify the PUD developer's proposed list of prohibited uses ordinarily permitted in the site's eligible B-2, B-4, and B-5 area.
19. The final PUD Master Plan, or equivalent, shall require approval by the Marion County Board of County Commissioners, including being duly noticed and advertised consistent with the LDC notice provisions and at the Applicant's expense.
20. The PUD shall expire in three (3) years, rather than five (5) years, as provided in LDC Section 4.2.31.L(1).

SECTION 3. COMPLIANCE/REVOCATION. Violation or failure to comply with one or more condition(s) of this Planned Unit Development shall be grounds for code enforcement action and/or repeal, in part and/or total, as related to this Planned Unit Development by the Board at a noticed public hearing.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon the effective date of this PUD's corresponding Rezoning and Special Use Permit Ordinance, No. 24-28.

DULY ADOPTED in regular session this 15th day of October, 2024.

ATTEST:

GREGORY C. HARRELL, CLERK

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

MICHELLE STONE, CHAIR

FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

CORD BYRD
Secretary of State

October 17, 2025

Gregory C. Harrell
Clerk of Court
Marion County
P.O. Box 1030
Ocala, FL 34478-1030

Dear Gregory Harrell:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Marion County Corrected Ordinance No. 25-03, which was filed in this office on October 17, 2025.

Sincerely,

Alexandra Leijon
Administrative Code and Register Director

AL/dp

R. A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399-0250
Telephone: (850) 245-6270

Susan Mills McAllister

From: County Ordinances <CountyOrdinances@dos.fl.gov>
Sent: Friday, October 17, 2025 02:10 PM
To: Susan Mills McAllister; County Ordinances
Cc: Debra Windberg; Debra Lewter; Jared Thornton
Subject: RE: MRN20250204_ORDINANCE_2025_03 - SECOND CORRECTED
Attachments: Marion20251017_Ordinance25_03_Ack (SECOND CORRECTED).pdf

Good afternoon,

Attached is the acknowledgement letter for Marion County Corrected Ordinance 25-03.

Thank you,

David Parrish
Government Operations Consultant II
Office of the General Counsel
Department of State
Room 701 – The Capitol – Tallahassee, FL
P: (850) 245-6270

From: Susan Mills McAllister <SusanM@marioncountyclerk.org>
Sent: Friday, October 17, 2025 1:42 PM
To: County Ordinances <CountyOrdinances@dos.fl.gov>
Cc: Debra Windberg <DebraW@marioncountyclerk.org>; Debra Lewter <DebraL@marioncountyclerk.org>; Jared Thornton <jaredt@marioncountyclerk.org>
Subject: MRN20250204_ORDINANCE_2025_03 - SECOND CORRECTED

EMAIL RECEIVED FROM EXTERNAL SOURCE

The attachments/links in this message have been scanned by Proofpoint.

Good afternoon Ms. Grosenbaugh,

Pursuant to provisions of Florida Statutes, attached for filing in your office is an electronic pdf copy of the ***second corrected*** Marion County Ordinance 25-03. Also included is the cover letter from the Chief Assistant County Attorney in regard to this issue. The Ordinance was adopted by the Marion County Board of County Commissioners on Tuesday, February 4, 2025 and was originally filed in your office on February 5, 2025.

Please advise our office of the date on which this corrected Ordinance is received or should you need anything further.

Thank you in advance for your cooperation in this matter.

Susan Mills McAllister
Clerk, Commission Records
352-671-5727 | SusanM@marioncountyclerk.org
Office of Gregory C. Harrell
Marion County Clerk of Court and Comptroller
PO Box 1030, Ocala FL 34478-1030
352-671-5604 | www.marioncountyclerk.org
"Here to serve and protect the public trust"

Susan Mills McAllister

From: Municode Ords Admin <MunicodeOrds@civicplus.com>
Sent: Tuesday, October 21, 2025 01:31 PM
To: Susan Mills McAllister
Subject: RE: Marion County, FL Code of Ordinances - 1985(10237)

We have received your files.

Thank you for your submission.

Your email has been forwarded to the proper department.

One of our personnel will be in contact with you.

Thank you and have a nice day,

Ords Administrator
Municodeords@civicplus.com
1-800-262-2633
P.O. Box 2235
Tallahassee, FL 32316

When available, please send all documents in WORD format to Municodeords@civicplus.com. However, if WORD format is not available, we welcome any document format including PDF.

svj (she/her/hers)
Production Support Specialist Supplement Department • **CivicPlus**

civicplus.com

CIVICPLUS Powering and Empowering Local Governments

From: Susan Mills McAllister <SusanM@marioncountyclerk.org>
Sent: Friday, October 17, 2025 2:32 PM
To: Municode Ords Admin <MunicodeOrds@civicplus.com>; Municode Ords Admin <MunicodeOrds@civicplus.com>
Cc: Debra Windberg <DebraW@marioncountyclerk.org>; Debra Lewter <DebraL@marioncountyclerk.org>; Jared Thornton <jaredt@marioncountyclerk.org>
Subject: Marion County Second Corrected Ordinance 25-03

Good afternoon,

Attached is the Second Corrected Ordinance 25-03, which was adopted by the Marion County Board of County Commissioners on Tuesday, February 4, 2025.

Please advise of any problem you may have opening the attached Word or PDF documents.

Sincerely,

Susan Mills McAllister
Clerk, Commission Records
352-671-5727 | SusanM@marioncountyclerk.org
Office of Gregory C. Harrell
Marion County Clerk of Court and Comptroller
PO Box 1030, Ocala FL 34478-1030
352-671-5604 | www.marioncountyclerk.org
"Here to serve and protect the public trust"

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

INTERDEPARTMENTAL CORRESPONDENCE

TO: Debra Windberg-Deputy Clerk, Commission Records Division

FROM: Dana E. Olesky, Chief Assistant County Attorney

DATE: October 14, 2025

SUBJECT: Scrivener's Errors on Ordinance 2025-03

Pursuant to provisions of Florida Statutes, attached for filing in your office is an electronic pdf copy of the corrected Marion County Ordinance 2025-03. The Ordinance was adopted by the Marion County Board of County Commissioners on February 4, 2025, and was originally filed in your office on February 5, 2025.

The original Corrected Ordinance 2025-03 that was adopted had 2 scrivener's errors and was corrected by memo on February 5, 2025, and filed by the Secretary of State on February 7, 2025. There are now more corrections being made by another Corrected Ordinance. There were additional scrivener errors found and made as follows:

1. Under Section 4-2:
   Animal Related Organization – part of the old definition was still there
   Hobby Breeder – part of the old definition is still there.
   Livestock Fencing – part of the old definition is still there.
   Shelter – two words should have been removed.
2. Under Section 4-10: redundant words should have been removed
3. Under Section 4-11(D): should have been removed, which will change the subsection letters after
4. Under Section 4-13: when the 5 hour tethering statement got removed, the final sentence of the paragraph was accidentally removed as well.
5. Under Section 4-17: one section was moved to another area, one was removed, following subsection letters changed
6. Under Section 4-18: exchange was supposed to be removed

Attached is a copy of the original adopted Ordinance 2025-03 and the corrected Ordinance.

SECOND
CORRECTED

ORDINANCE 25 - 03

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AMENDING CHAPTER 4 OF THE MARION COUNTY CODE RELATING TO ANIMAL CONTROL; AMENDING SECTION 4-1, PURPOSE; AMENDING SECTION 4-2, DEFINITIONS; AMENDING SECTION 4-4, ENFORCEMENT AGENCY DESIGNATION AND EMPOWERMENT; AMENDING SECTION 4-5, ENFORCEMENT OFFICER'S IMMUNITY; AMENDING SECTION 4-6, ENFORCEMENT PROCEDURES; AMENDING SECTION 4-7, IMPOUNDING AUTHORITY OF OFFICERS; AMENDING SECTION 4-8, LICENSURE, EXEMPTIONS, REQUIREMENTS; AMENDING SECTION 4-9, RABIES VACCINATION REQUIRED; AMENDING SECTION 4-10, MANDATORY MICROCHIPPING; AMENDING SECTION 4-12, DOMESTIC ANIMALS CREATING A NUISANCE; AMENDING SECTION 4-13, HUMANE TREATMENT; AMENDING SECTION 4-14, ANIMALS IN MOTOR VEHICLES OR VESSELS; AMENDING SECTION 4-15, ESTABLISHING AN ANIMAL ABUSER REGISTRY; AMENDING SECTION 4-16, COUNTY TO MAINTAIN LIST OF PERSONS PRESENTLY ENJOINED FROM POSSESSING ANIMALS; AMENDING SECTION 4-17, IMPOUNDMENT, REDEMPTION AND ADOPTION; AMENDING SECTION 4-18, LOCATION OF THE SALE OF DOGS AND CATS; AMENDING SECTION 4-19, REQUIREMENTS FOR SALE OF DOGS AND CATS; AMENDING SECTION 4-20, COMMUNITY CAT INITIATIVE; AMENDING SECTION 4-21, SPAY/NEUTER PROGRAM; AMENDING SECTION 4-22, DAMAGE BY DOGS; AMENDING SECTION 4-23, ATTACK OR BITE BY UNCLASSIFIED DOG THAT CAUSES DEATH; AMENDING SECTION 4-24, ATTACK OR BITE BY UNCLASSIFIED DOG THAT CAUSES SEVERE INJURY OR DEATH; AMENDING SECTION 4-25, ATTACK OR BITE BY DANGEROUS DOG; AMENDING SECTION 4-26, DEPARTMENT OF ANIMAL SERVICES TO MAINTAIN LIST OF DOGS CLASSIFIED AS DANGEROUS; AMENDING SECTION 4-27, PROPERTY OWNER'S LIABILITY; AMENDING SECTION 4-28, IRRESPONSIBLE ANIMAL OWNER; AMENDING SECTION 4-29, KENNEL LICENSES; CREATING NEW SECTION 4-30, STANDARDS OF CARE; PROVIDING FOR RENUMBERING OF SECTIONS NECESSIATED BY CREATION OF NEW SECTIONS; PROVIDING FOR LIBERAL CONSTRUCTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL;

PROVIDING FOR INCLUSION IN CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 125.01, Florida Statutes, authorizes the Board of County Commissioners of Marion County, Florida, to provide standards which will ensure its citizens' health, safety and welfare; and

WHEREAS, the Board of County Commissioners of Marion County, Florida, recognizes that the health, safety, and welfare of its citizens will be better served by a comprehensive and progressive animal control ordinance; and

WHEREAS, Section 828.27, Florida Statutes, authorizes the Board of County Commissioners of Marion County, Florida to enact and enforce ordinances relating to animal control or cruelty; and

WHEREAS, the Board of County Commissioners desires to amend Chapter 4 of the Marion County Code in furtherance of the foregoing recitals, and

NOW, THEREFORE, BE IT ORDAINED, by the Board of County Commissioners of Marion County, Florida, as follows:

SECTION 1. Chapter 4 of the Marion County Code of Ordinances, is hereby amended, and is set forth in its entirety below, with deletions reflected by ~~strike-through type~~, and additions reflected by <u>underscored type</u>, to read:

Sec. 4-1. - Purpose and intent.

The board of county commissioners shall have authority to establish rules and regulations consistent with and supplemental to, and for the purpose of implementing state statutes governing animals kept within the unincorporated area of the county, and those municipalities included in the jurisdiction of this article by inter-local agreement, including but not limited to, animal seizure, care, control, impoundment, certification, disposition, animal rabies vaccination, licensure and registration requirements, fees and penalties. Penalties or fines for violations of this chapter, and fees for services provided as authorized herein shall be established by board resolution, which may be amended from time to time. The board may enter into inter-local agreements with the various municipalities within Marion County providing for county enforcement of the provisions of this chapter within such municipality and the municipality's repeal of any inconsistent ordinances. This chapter shall be known and may be cited as the "Marion County Animal Services Ordinance." The Marion County Board of County Commissioners hereby declares:

(a) Protecting animals is a legitimate and compelling public interest.

(b) Animals held in shelters deserve proper care and humane treatment including prompt veterinary care, adequate nutrition, shelter, exercise, environmental enrichment, and water.

(c) Marion County Animal ~~Center~~ <u>Services</u> should not euthanize <u>healthy,</u> adoptable animals at the request of their owners.

(d) Marion County Animal Center Services will not euthanize any animal if a safe and appropriate livefe outcome can be achieved with the available resources or with the willingness of a partner organization to receive the animal.

(e) Marion County ~~Department of~~ Animal ~~Center~~ Services Director or their designee will not ban, bar, limit, or otherwise obstruct the adoption or transfer of any animal based on arbitrary criteria, such as breed, age, color, or other criteria.

(f) Marion County ~~Department of~~ Animal Services Director or their designee must ensure the purpose and intent of this Chapter is implemented.

Sec. 4-2. - Definitions.

As used in this chapter, the following words and phrases are defined as follows:

Abandon shall mean to forsake an animal entirely or to neglect or refuse to provide or perform the legal obligations for care and support of an animal by its owner or responsible person. Such abandonment shall constitute the relinquishment of all rights and claims by the owner to such animal, in accordance with F.S. § 705.19. An animal will not be considered abandoned if the owner or keeper arranges for a person to feed, water, and monitor the animal's condition on a scheduled or regular basis. Intervals between monitoring, watering, and feeding shall not exceed twenty-four (24) hours.

Adoption-based business model means a business model whereby all dogs and cats offered for rehoming at a pet shop shall only be sourced from pets that have been taken in by an animal shelter or animal related organization to rehome stray and abandoned pets. It also means that no commercially-bred dogs or cats may be offered for sale, adoption, transfer or other outcome whether purchased directly from the commercial breeder or from some other intermediary such as a broker or wholesaler.

Animal shall mean any living dumb creature.

Animal Abuse Crime shall mean a violation of any of the following provisions of Florida Statutes, as may be amended:

(a) Section 828.12 Cruelty to animals.
(b) Section 828.122 Fighting or baiting animals.
(c) Section 828.123 Killing dog or cat with intent of selling or giving away pelt.
(d) Section 828.125 Killing or aggravated abuse of horses or cattle.
(e) Section 828.126 Sexual activities involving animals.
(f) Section 828.13 Confinement of animals without sufficient food, water, or exercise; abandonment.

Animal Abuse Offender shall mean any person, eighteen (18) years of age or older, convicted of an Animal Abuse Crime in Marion County, except youthful offenders whose convictions or adjudications include sealed records.

Animal Abuser Registry shall mean the on-line registry established by this ordinance for registering any Animal Abuse Offender residing in the County. ~~The Registry shall initially be created and maintained by a department specified by the County Administrator, or pursuant to an agreement with a third-party administrator. However, responsibility for on-going maintenance of the Registry may be in the future assumed by either the Marion County Sheriff's Office, or the Clerk of the Court, upon agreement between the Board and such agency~~.

Animal eControl aAuthority shall mean, in Marion County, ~~the~~ Marion County ~~Department of~~ Animal Services and all of its directors, employees, and animal control officers who are authorized by the board to enforce the animal control laws of the county or state, in the unincorporated areas of the county and any municipality pursuant to inter-local agreement. ~~For purposes of sections 4-22 through 4-25 and the enforcement of F.S. Ch. 767, the animal control authority shall be the Director~~.

Animal eControl oOfficer or eEnforcement oOfficer shall mean any individual employed, contracted with, or appointed by the animal control authority for the purpose of aiding in the enforcement of this chapter or any other law or ordinance relating to the licensure of animals, care or control of animals, or seizure and impoundment of animals and includes any state or local law enforcement officer or other employee whose duties in whole or in part include assignments that involve the seizure and impoundment of any animal.

~~***Animal impoundment center*** shall mean the Marion County Animal Center or any other premises designated by the department of animal services where stray, homeless, abandoned, or unwanted animals are impounded, maintained, or disposed.~~

Animal Related Business shall mean any for-profit person or business that renders services to, for or by any domestic animal. Examples of animal related business include, but are not limited to, boarding facilities, doggie day cares, groomers, and training facilities. Animal related business does not include the offices or practices of State-certified and licensed veterinarians.

Animal Related ~~Rescue~~ Organization shall mean ~~a humane society or~~ any not for profit entity ~~corporation~~ that has tax exempt status in accordance with ~~who operates a charitable organization under~~ sSection 501(c)(3) of the Internal Revenue Code and whose primary mission includes the rescue, welfare, care, and/or adoption/placement of stray, abandoned, or surrendered animals, and which does not obtain animals from a breeder or broker for payment or compensation.

Attack shall mean any threatening or menacing ~~the~~ act by any animal, without provocation, that may or may not result in contact or injury but involves chasing ~~of~~for approaching a person or domestic animal in an apparent attitude of attack. ~~such a manner that culminates with hostile contact with such person or animal.~~

Bite shall mean any cut, puncture, or breakage of skin or tissue ~~penetration to the skin~~ made with the teeth or fangs of any animal. ~~and with blood appearing in the wound.~~

Board shall mean the Board of County Commissioners of Marion County, Florida.

~~***Breeder*** shall mean any person that owns, harbors, or keeps dogs or cats that reproduce more than two litters, or twenty (20) dogs or cats per year, whichever is greater for any purpose.~~

~~***Business kennel*** shall mean any establishment which offers or provides services for remuneration, including, but not limited to, boarding, care, grooming, breeding, stud services, or sale of offspring of adult dogs and cats. Business kennel does not include any property or structure where a Florida state licensed veterinarian practices and has a premises permit, as required by F.S. ch. 474, or any property or structure used as a veterinary hospital, medical research laboratory, pari-mutuel dog racing establishment, or any governmental agency, or to any boarding kennel operated in conjunction with any of the foregoing.~~

Cat shall mean a domestic cat, felis catus.

Commercial Breeder shall mean any person, firm, partnership, corporation, or other association that engages in the breeding of four (4) or more dogs or cats, in aggregate.

Community eCat shall mean any unowned free roaming cat that may be cared for by one or more residents of the immediate area who is/are known or unknown; a community cat may or may not be feral. A community cat may also be defined as a cat "found" outside that is brought to an animal shelter and ~~not yet sterilized and~~ not yet sterilized/ear tipped.

Community Cat Caregiver shall mean a person who provides care, including food, shelter or medical care to a community cat, while not being considered the owner, custodian, harborer, controller or keeper of a community cat or to have care or charge of a community cat.

Conviction shall mean an adjudication of guilt regardless of whether adjudication is withheld, by any court of competent jurisdiction whether upon verdict after trial, plea of guilty, or nolo contendere plea.

County shall mean the unincorporated area of Marion County and any municipality included within the enforcement jurisdiction of this chapter by inter-local agreement.

Cruelty, tTorture or tTorment shall mean any act of neglect, torture, or torment that causes unjustifiable pain or suffering of an animal, as defined in F.S. § 828.02, as may be amended.

Dangerous dDog as used in this chapter, unless the context clearly requires otherwise, shall have the same meaning as the definition of dangerous dog in F.S. § 767.11, as may be amended, which currently provides:

(1) "Dangerous ~~d~~Dog" means any dog that according to the records of the appropriate authority:

a. Has aggressively bitten, attacked, or endangered or has inflicted severe injury on a human being on public or private property;
b. Has more than once severely injured or killed a domestic animal while off the owner's property; or

c. Has, when unprovoked, chased or approached a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack, provided that such actions are attested to in a sworn statement by one or more persons and dutifully investigated by the appropriate authority.

~~The foregoing definition shall be deemed to automatically incorporate any legislative changes to the statutory definition, from time to time.~~

Defecate shall mean to discharge excreta.

Direct eControl shall mean the immediate, continuous physical control of an animal by means of confining within a house, building, ~~fence,~~ pen, or other enclosure, or restrained by means of leash, ~~cord, chain,~~ or similar tether of sufficient strength to restrain the animal subject to the restrictions provided herein.

Director shall mean the Director of ~~the~~ Marion County ~~Department of~~ Animal Services, or his or her designee. ~~The Director shall be deemed to be the animal control authority for purposes of sections 4-22 through 4-25 and the enforcement of F.S. Ch. 767, and any related provisions of this chapter.~~

Dog shall means a domestic dog, Canis familiaris.

Domestic aAnimal shall mean ~~include~~ any equine or bovine animal, goat, sheep, swine, ~~domestic~~ cat, dog, poultry, ostrich, emu, rhea, or other domesticated beast or bird.

Domestic aAnimal rRunning at lLarge or sStraying shall mean any domestic animal found or being on any public grounds, or land belonging to a person other than the owner of the domestic animal without the landowner's permission, and not under direct control of a person with the exception of a community cat.

Ear tTipping shall mean the removal of the ¼ inch tip of a community cat's ear, performed while the cat is under anesthesia, in compliance with any applicable federal or state law, and under the supervision of a licensed veterinarian, designed to be the universal identification that the community cat is sterilized and lawfully vaccinated against rabies at least once.

Enclosure shall means any place where any dog or cat is maintained outdoors including, but is not limited to, a fenced yard, kennel, or run and the dog or cat shall be provided proper shelter within such enclosed area. At a minimum, the enclosure:

(1) ~~The enclosure~~ sShall be suitable to prevent the escape of the dog or cat or the entry of young children.

(2) ~~The enclosed area~~ sShall be large enough for the dog's or cat's size and temperament, considering the number of dogs or cats that may be using the enclosure at any given time.

(3) For dogs, ~~the enclosure~~ sShall be large enough for each dog to achieve a running stride.

(4) ~~It s~~Shall include a shaded area, either by natural or artificial means that is large enough during all hours to shade all dogs or cats in the enclosure without crowding.

(5) ~~The enclosure and surrounding area~~ ~~s~~Shall be free from trash, standing water, and cleaned regularly to remove accumulated waste and debris, parasites, including fleas, ticks and rodents so as not to threaten the physical wellbeing of the dog or cat.

(6) ~~Each dog or cat housed in the primary enclosure,~~ ~~s~~Shall ~~be~~ provided for wholesome food and a continuous supply of visibly clean, fresh water provided in a sanitary manner and in a container sized appropriately for the dog's or cat's species and size.

Excreta shall mean feces.

Farm Animal shall mean an Animal used in the production of human or animal food, feed, or fiber. Horses shall not be considered Farm Animals for the purposes of subsection 4-15(g).

~~***Feral cat; feral dog*** means any cat or dog that exists in a wild or untamed state, either due to birth or reversion to a wild state from domestication. The usual and consistent temperament of a feral cat or dog is extreme fear and resistance to contact or handling with or by humans. Feral cats and dogs are completely or substantially unsocialized to humans.~~

~~***Feral cat colony*** means a group of cats that congregates, more or less, together as a unit. Although not every cat in a colony may be feral, any nonferal cats that congregate with a colony shall be deemed to be a part of it.~~

~~***Flea market*** shall mean any premises where the principal use is the sale or offer of goods by five or more individuals, in an open area or partly enclosed booths or stalls, or within an enclosed building, of personal effects, tools, art work, small household appliances, and other similar merchandise, objects or equipment, in small quantities, in broken lots or parcels, not in bulk, for use or consumption by the immediate purchaser.~~

Harbor shall mean to provide care, shelter, protection, refuge, food, or nourishment to an animal.

High-Volume Owner shall mean any person, business, or organization who owns, harbors, or keeps more than fifteen (15) dogs or cats, in aggregate, at a property or structure, for any purpose, including, but not limited to, housing, boarding, breeding, training, show or exhibition, hunting, sale, rescue, adoption or personal pet or use. Such definition does not include any property or structure where a Florida state licensed veterinarian practices and has a premises permit, as required by F.S.Ch. 474, or any property or structure used as a veterinary hospital, medical research laboratory, pari-mutuel dog racing establishment, or any governmental agency, or to any boarding kennel operated in conjunction with any of the foregoing. Such definition shall not include Marion County Animal Services.

Hobby breeder shall mean any person, business, or organization that engages in the breeding of three (3) or fewer dogs or cats, in aggregate on their premises.

Impound or Impoundment shall mean the taking of an animal into custody through lawful means by Marion County Animal Services.

~~***Large kennel*** shall mean any person or entity who owns, harbors or keeps more than fifteen (15) dogs or cats, in aggregate, at a property or structure, for any purpose, including, but not limited to, housing, boarding, breeding, training, show or exhibition, hunting, sale, rescue, adoption or personal pet or use. Large kennel does not include any property or structure where a Florida state licensed veterinarian practices and has a premises permit, as required by F.S. ch. 474, or any property or structure used as a veterinary hospital, medical research laboratory, pari-mutuel dog racing establishment, or any governmental agency, or to any boarding kennel operated in conjunction with any of the foregoing. Such definition shall not include the Animal impoundment center or Animal Rescue Organization, as defined.~~

Leash shall mean a restraint such as a rope, cord, chain, or device that is mobile and no longer than six (6) feet and is not harmful to the animal. The owner or responsible person walking a dog using a retractable leash must maintain the device in a locked position whenever off the owner or responsible person's property or leasehold. ~~Homeless or transient persons must keep their dog on a leash at all times when the animal is not otherwise securely confined.~~

Livestock shall include all animals of the equine, bovine, or swine class, including goats, sheep, mules, horses, hogs, cattle, ostriches, and other grazing animals. ~~mean grazing animals, such as, cattle, horses, sheep, swine, goats, other hooved animals, ostriches, emus, rheas which are used for private use or commercial purposes.~~

Livestock fFencing ~~***minimum requirements***~~ as defined in Florida State Statute 588, as may be amended. ~~shall mean any fence or enclosure at least four (4) feet in height made of barbed or other soft wire consisting of not less than four (4) strands of wire stretched securely on posts, trees, or other supports, standing not more than fifteen (15) feet apart; legal fences may include a gateway providing they have a gate and meet the minimum restrictions of a legal fence. Fencing must be maintained on a regular basis so as to prevent the livestock from leaving the owner's property or leasehold.~~

Microchip shall mean a radio frequency identification device (RFID) that is implanted underneath the skin of a dog, cat or other animal that when scanned produces a unique number that identifies the animal and its owner, if properly registered. When present, an RFID with registration information shall be considered the primary indication of ownership.

Muzzle shall mean a device placed over the snout of a dog that will not cause injury to the animal or interfere with its vision, or respiration, and allows the dog to pant and drink water, but prevents the dog from biting any person or animal.

Occupant shall mean any person, entity, business, firm, corporation, institution or enterprise that is renting, leasing, sub-leasing or occupying a piece of property in which they are not the property owner of record.

Owner shall mean any person over the age of eighteen (18) years of age, or any firm, corporation or organization which owns, manages, possesses, harbors, maintains, has custody of, or controls an animal. For purposes of enforcement of this chapter, an individual shall be deemed to be an owner of any animal found within a residence or structure owned or leased by that individual, and any animal kept within any cage or other secured enclosure on property subject to such individual's control. An individual shall be deemed to be the owner of any animal that such individual has secured by a rope, chain or tether, whether on or off the property of such individual. If an animal is owned by a person under the age of eighteen (18), not lawfully having been emancipated, that person's parent or guardian shall be the owner. A community cat caregiver is not considered an owner.

~~***Pet dealer*** shall mean any person, firm, partnership, corporation, or other association which, in the ordinary course of business, engages in the sale of more than two litters, or twenty (20) dogs or cats, per year, whichever is greater to the public. This definition includes breeders of animals who sell such animals directly to a consumer.~~

Pet ~~s~~Seller shall mean, an individual or entity who sells, exchanges, gives, transfers possession or ownership of an animal to another person, or intends to do any of the foregoing acts.

~~***Pet shop*** shall mean a retail establishment where dogs and cats are sold, exchanged, bartered or offered for sale as pet animals to the general public at retail. Such definition shall not include the Animal impoundment center or Animal Rescue Organization, as defined in this chapter.~~

Physical Control means adequate domination or power to influence/oppress the actions of the animal to prevent the animal from engaging in biting, aggression towards people or animals, straying, being at-large or other behaviors regulated by this ordinance or State law by the use of a proper leash or similar device attached to an appropriate collar or harness. To maintain physical control the animal must be on a leash not to exceed six (6) feet at its maximum extension. Animals on longer leashes or similar devices extended beyond six (6) feet shall be considered not under physical control and may be subject to being treated as at-large for provisions of this ordinance, enforcement shall take place if and only if another violation of this ordinance has occurred at the same time. Nothing in this definition is intended to prevent dogs being on training leashes or while engaged in other appropriate activities under adequate, responsible adult supervision where care is taken to assure control as needed is available to prevent violations of this ordinance.

~~***Proper enclosure*** for a dangerous dog shall mean, while on the owner or responsible person's property or leasehold, a dangerous dog is securely confined indoors or in a securely enclosed and locked pen or structure, suitable to prevent the entry of young children. Such pen or structure shall have a concrete floor, secure sides and a secure top to prevent the dog from escaping over, under, or through the structure and shall also provide protection from the elements. The owner or responsible person must comply with the requirements of section 4-11, below. A dangerous dog may only be kept on a tether according to the requirements of section 4-13(g) if it is also secured within a proper enclosure for a dangerous dog, as defined herein.~~

~~***Proper impoundment period shall mean:***~~

~~(1)A healthy animal wearing a current Marion County license tag or having been implanted with a microchip, shall be impounded for a period of not less than five (5) consecutive calendar days, not counting the first day of impoundment, before the animal may be adopted, destroyed or otherwise disposed of; or~~
~~(2)A healthy animal not wearing a current Marion County license tag or not having been implanted with a microchip shall be impounded for a period of not less than three (3) consecutive calendar days, not counting the first day of impoundment, before the animal may be adopted, destroyed or otherwise disposed of; or~~
~~(3)A diseased or injured animal appearing to be in a suffering condition and imminently near death shall be impounded for a period of not more than two (2) hours, providing compliance with F.S. § 828.05, has been made through reasonable and concerted efforts to locate the animal's owner, owner's agent, or veterinarian; or~~
~~(4)An animal appearing to be feral, or a community cat, shall be held for a period of at least twenty-four (24) hours, after which period Animal Services shall make a determination of whether the animal is a feral animal or a community cat. If Animal Services determines the animal is feral or a community cat, the animal may be diverted to a Shelter/Neuter/Return program.~~

Property ~~o~~Owner shall mean any person, entity, business, firm, corporation, institution or enterprise that is the real property owner of record according to the Marion County Tax Collector's Office.

Public ~~g~~Grounds shall mean any street, sidewalk, alley, highway or other way open to travel by the public, including rights-of-way, bridges, common ground including private roads in gated subdivisions, easements, tunnels, and any land owned by local, state or federal governments.

Quarantine shall mean confining an animal for observation of any symptoms of rabies, which confinement is typically for a ten-day time period from the date of the bite, scratch or other potential rabies exposure, unless a longer time period is required pursuant to State regulations and guidelines. ~~a strict isolation imposed on animals, or premises or other defined geographic areas, to prevent the spread of disease or pests in accordance with the requirement of the State Department of Health.~~

Responsible ~~p~~Person shall mean any person other than the owner of an animal who, by the exercise of care, custody or control over such animal, shall assume the liability of an owner of such animal, during the period of such care, custody or control.

Service Animal shall mean any dog or miniature horse that has been individually trained to do work or perform tasks for people with disabilities as defined under the Americans With Disabilities Act (ADA). This definition shall incorporate any future legislative, administrative, or judicial changes to the definition of Service Animal within the Americans With Disabilities Act.

Severe ~~i~~Injury shall mean any physical injury that results in broken bones, multiple bites or disfiguring lacerations, sutures or reconstructive surgery, or any physical injury that results in life-threatening injuries or death.

Shelter shall include, but is not limited to, a permanent ~~structure with~~ four (4) sidesd structure with three (3) solid sides, a solid roof, and a solid bottom. At a minimum, the structure must be:

(1) Sufficient in size to allow each sheltered animal freedom of movement to make normal postural adjustments, including the ability to stand up, turn around and lie down with its limbs outstretched in a normal posture and have an entryway that the dog or cat can easily enter and exit in a natural manner and protects the dog or cat from exposure to the elements.
(2) Weather proof and structurally sound, with insulation appropriate to local climatic conditions and sufficient to protect each dog or cat from inclement weather; the direct rays of the sun, wind, and rain.
(3) Free of standing water, accumulated waste and debris, and be well ventilated with fresh air by means of windows, doors, vents, or fans, and provide clean, dry bedding, or shall have a clean, solid resting place that is appropriate for the dog's or the cat's size, age, health, and physical condition.
(4) Properly lighted to provide a regular lighting cycle of either natural or artificial light corresponding to the natural period of daylight unless otherwise directed by a veterinarian; and
(5) Structures with wire, grid or slat floors which permit the animal's feet to pass through the openings, sag under the animal's weight or which otherwise do not protect the animal's feet or toes from injury are prohibited except for enclosures for birds where perches are provided.
(6) Examples of inadequate shelter include, but are not limited to, lean-tos, metal/plastic drums, wire or airline carrier crates, cardboard boxes, abandoned vehicles, porches, decks, or material that does not provide sufficient protection from the elements.

Shelter/Neuter/Return (SNR) shall mean sterilizing, ear tipping and vaccinating a cat large enough for spay/neuter that is found outside and returning ~~him to his~~ them to their original location ~~as opposed to admitting to a shelter~~.

Sterilization shall mean the irreversible spaying or neutering of an animal by gonadectomy.

Temporary task shall mean, for purposes of section 4-13(g), routine household tasks or activities of limited duration where a dog owner needs its dog to be kept outdoors during the performance of the task. Nonexclusive examples of such temporary tasks include cooking, vacuuming carpets, mopping floors, and bathing an infant. Such temporary task shall not exceed thirty (30) minutes.

Tether shall mean a cord, rope, cable or chain, not exceeding 1/16 of the animal's weight, with a length that is at least the greater of either five (5) times the length of the animal measured from the nose to the tip of its tail, or ten (10) feet, attached with a swivel hook to the animal's buckle-type nylon or leather collar, harness or halter on one end and attached to a stationary object with a swivel hook or trolley assembly on the other end. The trolley cable must not be elevated more than seven (7) feet above ground surface.

Tethering shall mean the restraining of a dog by the means of any type of tether, as defined herein, to any fixed object or structure, including, but not limited to, a house, garage, fence, post, motor

vehicle, trailer, shed, weight, ground anchor, or boat. Tethering shall not include the use of a leash to walk a dog, or to forms of restraint used in the transportation of a dog.

Trap/Neuter/Return (TNR) shall mean the intentional confinement of a cat for the sole purpose of sterilizing, ear tipping and vaccinating before returning them to their original location.

Unprovoked shall mean that the victim who has been conducting himself or herself peacefully and lawfully has been bitten or chased in a menacing fashion or attacked by a dog. [F.S. § 767.11(2)]

~~***Working day*** shall mean any day of the week that the Marion County Animal Center is open for business to the public.~~

Sec. 4-3. - Adoption of state statutes by reference; board intent.

The board adopts by reference as a part of this chapter, all laws of the State of Florida relating to animal control, animal welfare, and animal cruelty. It is the intent of the board that this chapter shall implement and supplement the provisions of state law, and that in the event of any conflict between the terms of this chapter and state law, the state law shall control.

Sec. 4-4. - Enforcement agency designation and empowerment.

Marion County Animal Services ~~The department of animal services~~ is designated as the county agency responsible for the proper administration and enforcement of this chapter. In carrying out the duties of this chapter, Marion County Animal Services ~~the department of animal services~~ may employ equipment, including but not limited to, control poles, nets, leashes of any construction, chemical capture devices, ~~oleoresin capsicum aerosols,~~ snake tongs, snake hooks, humane traps, collapsible batons, and metal carrying cages.

Sec. 4-5. - Enforcement officer's immunity.

When in good faith an animal control officer or enforcement officer enters property to perform the duties of this chapter, the ~~enforcement~~ officer is immune from civil liability and criminal prosecution for trespass.

Sec. 4-6. - Enforcement procedures.

(a) An animal control officer or enforcement officer may issue a citation to a person when the officer has probable cause to believe that the person has violated a provision of this chapter or Florida Statutes. Probable cause shall be established by the officer's personal observation of the violation; or upon a violator's admission of the infraction; or by physical evidence which exists to support the complaint. The citation shall contain:

(1) The date and time of issuance;

(2) The name and address of the person;

(3) The date and time the violation was committed;

(4) The facts constituting probable cause;

(5) The section of the chapter that was violated;

(6) The name and authority of the officer;

(7) The procedure for the person to follow in order to pay the civil penalty, to contest the citation, or to appear in court as may be required;

(8) The applicable civil penalty if the person elects to contest the citation;

(9) The applicable civil penalty if the person elects not to contest the citation;

(10) A conspicuous statement that, if the person fails to pay the civil penalty within the time allowed, or fails to appear in court to contest the citation, the person ~~he or she~~ shall be deemed to have waived his or her right to contest the citation and that, in such case, judgment may be entered against the person for an amount up to the maximum civil penalty; and

(11) A conspicuous statement that if the person is required to appear in court, that an option to pay a fine in lieu of appearing in court does not exist.

(b) An animal control officer or enforcement officer may, but shall not be required to, issue a written warning prior to the issuance of a citation in incidents of violation of this chapter. Failure to comply with the provisions of a written warning may result in issuance of a citation or impoundment of the animal, or both.

(c) An animal control officer or enforcement officer may issue an order to provide care, pursuant to F.S. § 828.073.

(d) If a person fails to pay the civil penalty, fails to appear in court to contest the citation, or fails to appear in court as otherwise required, then the court may issue an order to show cause, either upon the request of animal services, or, upon its own initiative. The person shall be required by the court order to appear before the court to explain why the required appearance or action on the citation has not been taken. If any person who is issued such order fails to appear in response to the court's directive, the person may be held in contempt of court.

(e) Mandatory court appearances shall be required for certain aggravated violations resulting in the unprovoked biting, attacking, or wounding of a domestic animal; violations resulting in the destruction or loss of personal property; second or subsequent violations of local animal cruelty laws; or violations resulting in the issuance of a third or subsequent citation to a person. Persons required to appear in court do not have the option of paying the fine instead of appearing in court.

(ef) Pursuant to F.S. § 828.27(4), a surcharge of five dollars ($5.00) upon each civil penalty imposed for a violation of this chapter shall be used by the county to pay the costs for training of animal control officers.

(~~f~~g) Any person who willfully refuses to sign and accept a citation issued by an officer is guilty of a misdemeanor of the second degree, punishable as provided in F.S. § 775.082 or 775.083.

Sec. 4-7. - Impounding authority of officers; interference prohibited.

(a) Animal control officers shall have full and complete authority under the provisions of this chapter to pick up, catch, seize or procure:

(1) any animal found neglected or cruelly treated, sick, injured, or in need of immediate medical treatment where the owner refuses to or is unable to provide for such treatment;

(2) any animal at large, or any animal not properly confined, restrained or secured, or believed to be a stray;

(3) any dangerous dog not maintained in compliance with this chapter;

(4) any animal infected with or suspected of carrying rabies or any contagious disease;

(5) any animal being observed for rabies not properly quarantined;

(6) any animal for which probable cause has been established based on sworn affidavit, if possible, that has or is causing injury, or threat of injury to a person, endangering or chasing persons, or causing property damage to property other than that of the animal's owner;

(7) any female dog or cat in heat and not properly confined; or

(8) any dog being the subject of a dangerous dog investigation where the owner has not or cannot demonstrate an ability to securely contain the animal pending the outcome of the investigation, and cause such animal to be impounded at ~~the~~ Marion County Animal ~~Center~~ Services.

(b) It shall be unlawful for any person to interfere with, obstruct, prevent, hinder or impede any animal control officer, or cause such officer to be interfered with, obstructed, prevented, hindered or impeded, while the officer is apprehending animals or performing any other duties as set forth in this chapter; or to take or attempt to take any animal from any officer or vehicle used to transport animals; or to take or attempt to take any animal from ~~the~~ Marion County Animal ~~Center~~ Services without proper authority.

(c) In the event any animal control officer or enforcement officer is in pursuit of any animal not on the animal owner's property, where the animal is running at large and the officer's pursuit involves unauthorized entry into or upon any enclosed and posted land, such event shall not be prima facie evidence of the intention of the officer to commit an act of trespass.

(d) A person shall not hold, hide or conceal any animal as to which such person knows or has reason to know that the Director or an animal control officer is investigating in relation to a violation of this chapter.

(e) Animal control officers and enforcement officers shall have such further impoundment authority as specifically authorized by any warrant issued by a court of competent jurisdiction.

(f) Animal control officers and enforcement officers may place animal trapping cages on private property, with the occupant's or property owner's permission, or on public property within the county. An animal trapped or confined shall be in the custody Marion County Animal Services, and it shall be unlawful for any person to remove, disengage, release, relocate, alter, damage or destroy or cause to be removed, disengaged, released, relocated, altered, damaged or destroyed, any trapping cage placed by the officers, or any animal confined therein.

Sec. 4-8. - Licensure, exemptions, requirements.

(a) Except as otherwise provided, every owner of a dog or cat over the age of four (4) months residing within the county shall obtain and pay Marion County Animal Services for an annual or multi-year license in the amounts established from time to time by resolution of the board. Licenses shall be obtained from the Marion County Animal ~~Center~~ Services or authorized licensed veterinarians. A licensed veterinarian administering a vaccine or other shall offer a county animal license tag to the owner of such vaccinated dog or cat, and upon issuance shall collect on behalf of the county, fees established by the board. Licensed veterinarians are authorized to charge owners of vaccinated dogs and cats an additional processing surcharge of not more than ten dollars ($10.00) per county animal license tag issued, and shall remit the license fee and full account of tags issued, unused, voided, or missing to the county within fifteen (15) calendar days following the end of the month in which payment was received. Veterinarians shall indicate upon the rabies certificate when an owner refuses to purchase a Marion County animal license tag.

(b) Any juvenile dog or cat that is sold, rehomed or adopted within Marion County, to a Marion County resident shall be accompanied by a juvenile license tag at the time of exchange of ownership. Juvenile license tags shall be valid until dog or cat receives rabies vaccination or reaches four (4) months of age, whichever comes first.

(~~b~~c) The following classes of animals described in this subsection are required to obtain Marion County animal license tags, but are exempt from licensing fees. The owners of any exempt animal must declare, upon registration and vaccination through a licensed veterinarian in the county, the purpose and intent of maintenance under the following sub-classifications:

(1) Animals maintained or in training as alert status animals for visually handicapped owners, hearing-impaired owners or other physically disabled owners who own or possess specially trained aid animals.

(2) Dogs maintained by law enforcement officials or fire officials for law enforcement work or fire department work respectively.

(~~c~~d) Persons not issued a Marion County animal license at the time of rabies vaccination shall apply to ~~the~~ Marion County Animal ~~Center~~ Services for such license within ten (10) calendar days after vaccination against rabies. Evidence of a current rabies vaccination shall be by standard vaccination certificate or by confirmation from the administering veterinarian. The length of time that such license shall remain valid will be based on the date of vaccination against rabies, the duration of effectiveness of the vaccine used, and the fee paid for said license as established by resolution adopted by the board.

(~~d~~e) The licensing requirements of this chapter shall not apply to visiting dogs and cats that remain in the county for a period of not more than ninety (90) calendar days and for which the owner can provide proof of domicile outside of the county, a current rabies vaccination and any applicable registration required in the jurisdiction of alternate domicile.

(~~e~~f) The owner of a newly acquired dog or cat shall have ~~ten (10)~~ thirty (30) calendar days to obtain a license for an unregistered animal or notify ~~the~~ Marion County Animal ~~Center~~ Services of the change in ownership if currently licensed.

(~~f~~g) All animals required to be licensed shall wear a Marion County animal license tag at all times, unless said animal is implanted with an electronic animal identification device (microchip) provided the microchip identification code is recorded with ~~the~~ Marion County Animal ~~Center~~

Services. This section shall not apply to dogs who, at the time, are engaged in hunting, training, performing in field trials, or participating in dog shows or other organized events.

(~~g~~h) No person other than a licensed veterinarian shall remove or cause to be removed from any animal, not owned by such person, an animal license tag without the expressed permission of the animal's owner for the purposes of and duration of activities involving hygiene, grooming, bathing and medical examination or veterinary procedure.

(~~h~~i) It shall be unlawful for the owner of an animal to:

(1) Refuse or fail to obtain a Marion County animal license for a dog or cat as required in this chapter;

(2) Fail to attach and display the required tag to the animal's collar or harness as provided in this chapter;

(3) For a person to remove a license tag from an animal not their own as provided in this chapter.

(~~i~~j) The director or ~~his/her~~ their designee may grant a waiver of a required fee or charge, for animal owners meeting Florida Income Eligibility guideline requirements or good cause shown. ~~anytime the owner's animal has been impounded as a direct result of a crime committed against the animal owner and the animal has been referred to the animal center by the Ocala Police Department, the Marion County Sheriff's Department, or any other law enforcement department or victim services program.~~

~~(j) The director or his/her designee may grant a waiver of a required fee or charge, for animal owners meeting the Florida income eligibility guideline requirements (includes Medicaid, AFDC, food stamps, Social Security Disability, WIC, AIDS Foundation, major disability/VA, pay stub with income verification, etc.).~~

~~(k) The Director or his/her designee may grant a waiver of a required fee or charge for an animal owner for good cause shown.~~

(k) Animal related organizations in good standing with Marion County Animal Services are exempt from individual animal licensure while under their care and ownership. License fees shall be waived for the initial license issued to dogs and cats at the time of their adoption.

(l) Community cats are exempt from licensing and microchipping.

Sec. 4-9. – Rabies, exemptions, requirements ~~vaccination required~~.

(a) Every owner of a dog, cat or ferret over the age of four (4) months shall cause such animal to be vaccinated against rabies by a licensed veterinarian with a U.S. Government-approved vaccine. Every owner of such animals shall cause said animals to be revaccinated against rabies with an approved animal rabies vaccine consistent with the requirements of state law and this chapter as they may be amended from time to time. A dog, cat, or ferret is exempt from vaccination against rabies if a licensed veterinarian has examined the animal and has certified in writing that, at the time, vaccination would endanger the animal's health because of its age, infirmity, disability, illness, or other medical considerations. An exempt animal must be vaccinated against rabies as soon as its health permits.

(b) Evidence of such vaccination against rabies shall consist of a rabies vaccination certificate NASPHV Form 51, or an equivalent form approved by the board, signed by the administering veterinarian.

(c) It shall be unlawful for the owner of an animal or anyone having custody or care of an animal to refuse or fail to have a dog, cat or ferret vaccinated against rabies as required in this chapter. It shall be unlawful for any licensed veterinarian who has administered a rabies vaccination to dogs, cats or ferrets in Marion County to refuse or fail to issue a copy of the rabies vaccination certificate to the animal owner and ~~the department of~~ Marion County ~~a~~Animal ~~s~~Services within fifteen (15) calendar days after the end of the month in which the vaccination was administered.

(d) Animal related organizations are expected to obtain rabies vaccinations, on all dogs, cats and ferrets, over the age of four (4) months within 30 days of intake, unless otherwise exempted in this section.

Sec. 4-10. – Mandatory Microchipping.

(a) No animal related organization ~~shelter, humane society, rescue organization, or similar organization~~, whether public or private, whose principal purpose is securing the adoption of dogs and cats, shall release any such animal to its owner, custodian or an adopter unless the dog or cat has first been implanted with a ~~an electronic animal identification device (~~microchip~~)~~ that is registered to the owner of the animal. Ear-tipped community cats are exempted from this provision.

(b) Every breeder is required to have a dog or cat implanted with a ~~an electronic animal identification device (~~microchip~~)~~ and registered to the animal owner prior to the sale of the dog or cat.

(c) No dog or cat need be microchipped if a licensed veterinarian, exercising appropriate professional judgment, certifies in writing and under oath that an animal is medically unfit for the microchipping procedure because of a physical condition which would be substantially aggravated by such procedure or would likely cause the animal's death.

(d) It shall be unlawful for an animal related organization, animal related business, breeder, ~~shelter, humane society, rescue organization~~, or similar organization to refuse or fail to have a dog or cat implanted with a~~n electronic animal identification device (~~microchip~~)~~ that is registered to the owner of the animal as required in this chapter.

(e) All dogs and cats having completed rabies quarantine shall be implanted with a microchip for positive and permanent identification as a condition of quarantine release. All fees for such services shall be the owner's responsibility.

(1) Animals quarantined at the Marion County Animal Services shall be implanted with a microchip prior to being released to the owner.

(2) Animals not quarantined at the Marion County Animal Services shall within ten (10) calendar days from the release of quarantine be implanted with a microchip by a veterinarian of the owner's choice or Marion County Animal Services.

(3) It shall be unlawful to not have an animal implanted with a microchip after quarantine.

(f) It shall be a violation of this chapter for owners of dogs and cats who have a microchip to fail to register an implanted microchip with the manufacturer of the microchip.

Sec. 4-11. - Control of animals.

(a) It shall be unlawful for any animal owner or responsible person for any animal, to fail to maintain direct or physical control of such animal and allow it to run at large upon any public street, sidewalks, school grounds, parks or on the private property of others without the consent of owner of such property. ~~the duty of every animal owner or responsible person to ensure that the animal is kept under direct humane control. Reasonable care and precaution shall be taken to prevent the animal from leaving, while unattended, the real property limits of its owner or responsible person; and the animal is:~~

~~(1)Securely and humanely confined within a house, building, fence, pen, or other enclosure with sufficient ventilation; or~~

~~(2)Humanely tethered as provided in section 4-13(g);~~

~~(3)Leashed under direct control by an owner or responsible person at any time it is not secured as provided in [subsections] (a)(1) or (2) of this section.~~

~~(4)A dangerous dog may only be kept on a tether according to the requirements of section 4-13(g) if it is otherwise secured within a proper enclosure for a dangerous dog, as defined herein. It shall be unlawful for any animal owner or responsible person for any animal, to fail to maintain direct or physical control of such animal and allow it to run at large upon any public street, sidewalks, school grounds, parks or on the private property of others without the consent of owner of such property.~~

(b) It shall be the duty of every animal owner or responsible person to ensure that the animal is kept under ~~direct control~~ physical control at all times while the animal is off the real property limits of the owner or responsible person.

(c) Subsections (a) and (b) above shall not apply to dogs during any time in which they are engaged in hunting, or organized training events, law enforcement work, performing field trials, participating in dog shows organized events, or in locations designated by the board as pet play areas, dog parks or exercise areas.

~~(d) Animal control or enforcement officers shall have the authority to take up, confine, hold and impound any animal and which is found to be running at large or straying. The owner of such animal shall be responsible for the costs of impoundment.~~

(e~~d~~) It shall be unlawful for the owner of an animal or responsible person to:

(1) Fail to maintain direct control and physical control of an animal resulting in a bite or injury to a human being, unless such animal was reacting to a person unlawfully on its owner's property or protecting itself, its owner or keeper from an unjustified attack or assault; or

(2) Fail to maintain direct control and physical control of an animal resulting in an attack on another domestic animal while off the owner's or keeper's property; or

(3) Fail to humanely confine a female dog or cat in heat (estrus) in a properly ventilated building or secure enclosure with a top so as to make it inaccessible to any male dog or cat, except for controlled and intentional breeding purposes. The animal may not be walked off the owner or responsible person's property or leasehold during this time.

(4) Fail to adequately confine quarantine animals from other animals and ensure minimal contact with people. The animal must be leashed and under direct control or physical control of a competent person over the age of 18 who is able to restrain the animal when outside for exercise or relief; and shall not be allowed to leave the property except to receive emergency veterinary care.

(~~f~~e) All livestock shall be controlled by utilizing fencing or enclosures which shall meet the livestock fencing minimum requirements.

(~~g~~f) This section does not apply to community cats.

Sec. 4-12. - Domestic animals creating a nuisance.

(a) Without regard to knowledge, intent, or culpability, an owner shall prevent a domestic animal from becoming a nuisance. ~~The department of animal services may impound a domestic animal creating a nuisance.~~ A nuisance includes but is not limited to a domestic animal that:

(1) ~~A domestic animal that t~~Trespasses on public or private property;

(2) ~~A domestic animal that c~~Causes damage to another person's property;

(3) ~~A domestic animal that c~~Creates a danger to the public health or safety;

(4) ~~A domestic animal that d~~Disturbs or turns over garbage containers;

(5) ~~A domestic animal that c~~Chases or molests vehicles, bicycles, persons, or animals;

(6) ~~A domestic animal that d~~Displays a menacing or threatening behavior; or

(7) ~~A domestic animal that d~~Defecates on public or private property other than the owner's property.

(8) ~~A domestic animal that r~~Runs at-large on more than one occasion within a 30 day period.

(b) Domestic animals creating noise disturbances.

(1) Any animal barking, whining, howling or making objectionable noises that can be clearly heard beyond the boundaries of the owner's property and that continues for a minimum continuous period of thirty (30) minutes may be considered a nuisance. In making a determination whether to cite an animal owner for a nuisance based on a noise-related disturbance, the animal control officer shall exercise his or her sound discretion, based on the totality of the circumstances and upon the standard of a "reasonable objective complainant" in such circumstances.

(2) The prohibition against barking habitually, or making other objectionable noises habitually shall not apply between the hours of 7:00 a.m. and 10:00 p.m. to commercial boarding kennels which are in compliance with the Marion County Land Development

Code.

(3) This subsection shall not apply to domestic animals on land zoned for agricultural purposes.

(c) An owner of any animal, upon the death of such animal, shall dispose of the carcass by burying the carcass at a sufficient depth, of at least two (2) feet below the surface to prevent predators from exhuming the carcass, or by recognized alternate methods of disposal such as cremation, or rendering. An owner shall not dispose of the carcass of any animal by dumping such carcass on any public or private property.

~~(d) A subsequent violation of this Section occurring ten or more business days after a previous citation for violation of this Section shall be considered a separate and distinct violation.~~

Sec. 4-13. - Humane treatment for animals.

(a) An owner or responsible person shall provide humane care and treatment to an animal. Humane care includes but is not limited to providing adequate food, adequate water, adequate shelter, adequate space, and veterinary care to maintain health and to prevent or cure diseases.

(1) Adequate food means food which is of sufficient quantity and nutritive value to maintain each animal in good health. The owner shall ensure that adequate food is accessible to each animal, is prepared so as to permit ease of consumption for the age, species, condition, size, and type of each animal, is provided in a clean and sanitary manner, is placed so as to minimize contamination by excrement and pests, and is provided at suitable intervals for the species, age, and condition of the animal, which is at least once daily except as prescribed by a veterinarian.

(2) Adequate water means clean, fresh, potable water. The owner shall ensure that adequate water is provided in a suitable manner, in sufficient volume, and at suitable intervals, at all times to maintain normal hydration for the age, species, condition, size, and type of each animal, except as prescribed by a veterinarian, and that the water is provided in a clean, durable receptacle, which is accessible to each animal and is placed so as to prevent contamination of the water by excrement and pests and shall be maintained in a container in such a manner that animals cannot turn the container over.

(3) Domestic animals ~~Dogs~~ regularly kept outdoors must be provided with adequate shelter, as defined in this chapter. ~~Adequate shelter means a shelter that is suitable for the species, age, condition, size, and type of each animal, and provides adequate space for each animal, is safe and protects each animal from injury, direct sunlight, other weather elements, adverse effects of heat or cold, physical suffering, and impairment of health.~~

(4) Adequate space means space that allows an animal to easily sit, stand, lie down, turnabout, and make other normal body movements in a comfortable, normal position for the animal. The owner or responsible person shall ensure adequate space exists so an animal can interact safely with other animals in the enclosure, unless specified by a veterinarian. Nothing precludes veterinary care that temporarily restricts movement if it would endanger an animal.

(b) It shall be unlawful for a person to abandon any animal, dispose of any animal on the property of another or on public property, or to leave behind any animal when relocating to a new residence. The return of a community cat to the location at which it was found, or another designated place, subsequent to sterilization and vaccination shall not be considered to be abandonment.

(c) It shall be unlawful for any person to entice or lure an animal out of an enclosure, or off the property of its owner, harborer or keeper.

(d) It shall be unlawful for any person to molest, torment, torture, abuse, assault, or tease an animal.

(e) No person other than a licensed veterinarian shall crop the ears or dock the tail of any dog. If a person possesses a dog with an ear or ears cut off or cropped, or tail docked, and with the unhealed wound, then that possession is prima facie evidence of a violation of this section, unless the cropping or docking was performed by a veterinarian.

(f) No person other than a licensed veterinarian shall castrate a ~~domestic~~ cat or dog.

(g) The unsupervised, unattended outdoor tethering of a dog is prohibited except as provided herein:

(1) The dog must be in visible range of the owner or responsible party, which person must also be outside with the dog at all times. There is authorized the following narrow exception to this condition: The dog owner or responsible person may leave a dog tethered outdoors on the property for a reasonable period while such owner or responsible person performs a temporary task indoors. In no event may the owner or responsible person leave the premises while a dog is left tethered, unattended, outdoors. A dog may never be left tethered and unattended on vacant or abandoned property.

(2) Any tether must be of sufficient strength to prevent escape.

(3) The tether must be attached to the animal by a properly applied, buckle-type nylon or leather collar, or halter or harness, with a swivel hook, and configured so as to protect the animal from injury and prevent entanglement with other objects and/or animals.

(4) The tether shall not be attached to a stationary object or trolley at a point or location that would allow the animal to extend the tether over a fence or other object or edge in such manner that could result in the strangulation of or injury to the animal.

(5) The foregoing provisions regarding tethering do not apply to a lawful animal event, veterinarian treatment, grooming, training, or law enforcement.

(6) The provisions of subsection (1) above, do not apply to dogs that are kept or used on lands being used for a bona fide farm operation on lands classified as agricultural pursuant to F.S. § 193.461 [cf. sections 163.3162(3)(a), and F.S. § 823.14(6); see, definitions of "farm," "farm operation," and "farm product" at F.S. § 823.14(3)(a), (b), and (c)].

Sec. 4-14. - Animals in motor vehicles or vessels.

(a) It shall be a violation of this chapter for a motor vehicle or vessel operator to place or confine an animal or allow it to be placed, confined, or to remain in an unattended motor vehicle or vessel without sufficient ventilation or under conditions for such a period of time as may reasonably be expected to endanger the health or well-being of such animal due to adverse effects of the elements, including but not limited to, excessive heat, lack of water, or such other circumstances as may be reasonably expected to cause suffering, disability, or death.

(b) Any animal control or enforcement officer who finds an animal in a motor vehicle or vessel which appears to be suffering due to adverse effects of the elements may enter the motor vehicle or vessel by using the amount of force which is reasonably necessary to remove the animal. The officer removing the animal shall take said animal or have said animal delivered to ~~the~~ Marion County Animal ~~Center~~ Services or to a veterinarian if the animal is deemed to be in distress. In the event the motor vehicle or vessel operator cannot be located, the officer shall leave in prominent place in or on the motor vehicle or vessel a written notice bearing the name of the officer, their ~~his~~ department's name and telephone number. In addition, the officer shall notify ~~the department of~~ Marion County ~~a~~Animal ~~s~~Services with all pertinent information regarding the incident, including the circumstances under which the animal was taken, and where and when the animal was taken. At the discretion of the investigating officer, the animal may be held while the officer pursues charges of cruelty or may be surrendered to the owner or agent of the owner if the owner or agent claims the animal within the proper impoundment period, demonstrates the ability to provide secure and humane shelter for the animal, and pays all fees and costs accrued for the maintenance of the animal. ~~If the owner does not claim the animal within the proper impoundment period the animal impoundment center having custody of the animal shall provide for the animal to be adopted or otherwise dispose of the animal as deemed necessary.~~

Sec. 4-15. - Establishing an Animal Abuser Registry.

(a) This section shall be known as "Molly's Law." Marion County shall establish a publicly-accessible on-line Animal Abuser Registry that shall contain the names and residence information of all registered Animal Abuse Offenders in unincorporated Marion County or in any incorporated municipality in Marion County that has elected to participate in the Registry by inter-local agreement, who have been convicted of an Animal Abuse Crime, or ordered by the court, in Marion County, as defined herein, on or after the effective date of this ordinance. The on-line Registry will be administrated and maintained on the Marion County web page or some other such similar place as the County Administrator deems appropriate. However, as an alternative to County administration and maintenance of the Registry, the county administrator is authorized to develop an agreement with a responsible third-party administrator for on-going administration and maintenance of the Registry, to be approved by the Board. The entity responsible for maintenance of the registry will be hereafter referred to as the Maintaining Agency.

The on-line Animal Abuser Registry may also contain links to other county Animal Abuser Registries that are available, or as they become available in the future, in the state of Florida, with such other county registries to be used as informational resources by animal shelters, pet sellers, or other persons or entities located in unincorporated Marion County who sell, exchange, or otherwise transfer the ownership or possession of any animal.

(b) The Registry shall contain the required information about each Animal Abuse Offender for the following periods: following ~~his or her~~ their release from incarceration or, if not incarcerated, from the date of the judgment of conviction: For a first conviction of a misdemeanor Animal Abuse Crime – 3 years; for a first conviction of a felony Animal Abuse Crime – 5 years; for a subsequent conviction of either a misdemeanor or felony Animal Abuse Crime, 10 years. Upon notification to the Maintaining Agency of a successful appeal of a conviction of an Animal Abuse Crime by an individual that has been required to register pursuant to this ordinance, the registration information for that individual shall be removed from the Marion County Animal Abuser Registry within ten (10) ~~business~~ calendar days following notification. It shall be the responsibility of the Offender to initiate removal of his or her name from the Registry by providing verified documentation to the Maintaining Agency of grounds for removal.

(c) Any person convicted in either the circuit or county court in and for ~~or the county court of~~ Marion County, Florida, of an Animal Abuse Crime, or ordered by the court, in addition to any fine and other penalty provided by law, there shall be imposed a court cost, for maintenance of the Marion County Animal Abuse Registry, in the amount of one-hundred twenty-six dollars ($126.00) or, in the judge's discretion, a greater amount not to exceed the fine authorized for the violation. Such cost shall be imposed in each case unless waived by the judge. The clerk shall collect the court cost, unless waived, and forward it to the Maintaining Agency to be used for the administration and maintenance of the Registry. The clerk shall retain one dollar ($1.00) of each one-hundred twenty-six ($126.00) collected as a service charge of the clerk's office.

(d) When a person is convicted of an Animal Abuse Crime in Marion County (herein, an "Offender"), or ordered by the court, the prosecuting agency shall forward to the Marion County Sheriff's Office and to Maintaining Agency the name and address of the convicted person, along with the name of the Animal Abuse Crime the person was convicted of, thereby notifying the Sheriff's Office and the Maintaining Agency that the person is required to be placed on the Animal Abuser Registry. The role of the Sheriff's Office is to photograph the offender, and to obtain and record the following information, and to transmit such information to the Maintaining Agency for inclusion in the Animal Abuser Registry:

(1) Their name and any aliases or other legal names they have been, or may be known by;
(2) Their residence address;
(3) Their date of birth; ~~and~~
(4) A photograph of the front of their head and shoulders not less than 2" x 3" ~~or a digital image commonly known as a digital photograph of the front of their head and shoulders~~.

~~(5) A written description of any visible tattoos on the face, neck or arms of the Animal Abuse Offender.~~

By agreement with the Clerk of the Court, the sentencing judge, and the Sheriff's Office, the forgoing information may be obtained from the Offender in court, at the conclusion of the sentencing hearing. Otherwise, the Offender shall be required to report to the Marion County Sheriff's Office within ten (10) calendar days from the date of sentencing, to be photographed and provide the above-required information.

(e) Every person placed on the Animal Abuser Registry shall annually report to the Maintaining Agency whether their residence address has changed, and if so, the new address. This report shall be submitted on a form to be provided by the Maintaining Agency, along with a check or money order payable to the Maintaining Agency in the amount of $10.00. Every Offender shall also be required to contact the Maintaining Agency to update their Registry information within ten (10) calendar days of any change of residential address and/ or upon any official change of name.

(f) If not required by the judgment of the Court adjudicating the Offender guilty of an Animal Abuse Crime, every person placed on the Animal Abuser Registry shall pay a one-time fee of one hundred twenty-five ($125.00) dollars to the Maintaining Agency. All such fees shall be used to help pay the administrative and maintenance costs of maintaining the Registry.

(g) Any person placed on the Animal Abuser Registry shall be subject to the following prohibitions while on the Registry:

(1) The Offender shall not be allowed to own, or possess, or live in the same home with any animal, including any companion animal, unless otherwise provided in a court order. The Offender has ten (10) calendar days following the court order placing them on the Registry to transfer ownership of any owned animals.

(2) The Offender shall not be allowed to work with animals, including companion animals, with or without compensation, unless otherwise provided by court order.

(3) The County reserves the right and may exercise its right at any time it deems necessary to enforce, or, notwithstanding any other court order, to seek a court order enjoining an Offender from owning or possessing or living with an animal or working with a companion animal while on the Registry.

(h) No person or entity located in Marion County shall knowingly sell, exchange, or otherwise transfer the ownership or possession of any animal to any person they know to be listed on the Animal Abuse Registry, nor to any individual residing at the address of a person listed on the Registry, nor shall such Offender be allowed to retain possession of any currently owned animals, as of the date of his or her conviction of an Animal Abuse Crime. Prior to the sale, exchange, or other transfer of ownership of any animal, all Pet Sellers in Marion County are required to examine the Animal Abuser Registry to confirm that the name of the potential owner of the animal is not listed, as well as to confirm that the purchaser of the animal does not reside at a listed address for any individual on the Animal Abuse Registry. Upon request

from a Marion County Animal Control officer, the Pet Seller shall provide proof by affidavit or otherwise, that it confirmed that the transferee of the animal was not listed on the Animal Abuser Registry at the time of the transfer. This prohibition does not apply to Farm Animals for farmers, nor to Service Animals for people with disabilities.

(i) Penalties Related to Animal Abuser Registry.

(1) Any Animal Abuse Offender who violates the prohibition against possessing, owning, adopting, ~~or~~ purchasing, or working with ~~an~~ animals – except for Farm Animals for farmers, Service Animals for people with disabilities – shall be guilty of a non-criminal infraction and be fined not to exceed $500.00. The Offender shall also be subject to a mandatory court appearance (MCA) wherein the County may seek forfeiture of any animal found in possession or custody of the Offender.

(2) Any individual or entity that violates subsection 4-15(h) shall be guilty of a violation and shall be subject to a fine not to exceed $500.00. However, for a first violation of subsection 4-15(h), the violator shall receive only a warning citation along with a notification that subsequent violations will result in a fine. It shall not be a violation of this ordinance if the Pet Seller examined the Marion County Animal Abuser Registry before the sale, exchange, gift or transfer of possession, and the name and address of the potential owner did not appear thereon.

(3) Any Animal Abuse Offender who violates subsections 4-15(d), ~~or~~ 4-15(e) or 4-15(f) shall by guilty of a violation and shall be subject to a fine not to exceed $500.00.

Sec. 4-16. - County to maintain list of persons presently enjoined from possessing animals.

(a) A publicly accessible list of all persons enjoined by order of the County Court from owning any animal, whether temporarily or permanently, shall be maintained by ~~the~~ Marion County ~~Department of~~ Animal Services.

(b) The list shall include:
a. Their ~~enjoined person's~~ name,
b. Their ~~enjoined person's~~ residential address,
c. Their date of birth,
~~c~~d. The court order issued to the person. ~~restriction of the county court has placed on the person; and~~
~~d. The expiration date of the court order~~.

(c) No additional information may be placed on this list.

(d) Upon production of a court order releasing or modifying an injunction, the County shall remove information for that individual from the list within ten (10) ~~five (5)~~ business days following notification.

(e) Upon the expiration of the court order, the County shall remove information for that individual from this list.

(f) No person or entity located in Marion County shall knowingly sell, exchange, or otherwise transfer the ownership or possession of any animal to any person they know to be on the list of persons enjoined from possessing animals, nor to any individual residing at the address of a person listed. Prior to the sale, exchange, or other transfer of ownership of any animal, all Pet Sellers in Marion County are required to examine the Enjoinment List to confirm that the name of the potential owner of the animal is not listed, as well as to confirm that the purchaser of the animal does not reside at a listed address for any individual on the list. Upon request from an animal control officer, the Pet Seller shall provide proof by affidavit or otherwise, that it confirmed that the transferee of the animal was not listed on the Enjoined List at the time of the transfer.

(g) Any individual or entity that violates this section shall be guilty of a violation and shall be subject to a fine not to exceed $500.00. However, for a first violation of this section, a violator shall receive only a warning citation along with a notification that subsequent violations will result in a fine. It shall not be a violation of this ordinance if the Pet Seller examined the Enjoinment List before the sale, exchange, gift or transfer of possession, and the name and address of the potential owner did not appear thereon.

(h) Any enjoined person who violates the provision set in their court order prohibiting owning, possessing, adopting, or purchasing an animal shall be guilty of a non-criminal infraction and subject to a fine not to exceed $500. The offender shall also be subject to a mandatory court appearance (MCA) wherein the County may seek forfeiture of any animal found in the possession of the offender.

Sec. 4-17. - Impoundment, redemption, and adoption.

~~(a) The department of animal services may place animal trapping cages on private property, with the occupant's or property owner's permission, or on public property within the unincorporated county. An animal trapped or confined shall be in the custody of the department of animal services, and it shall be unlawful for any person to remove, disengage, release, relocate, alter, damage or destroy or cause to be removed, disengaged, released, relocated, altered, damaged or destroyed, any trapping cage placed by the department of animal services, or any animal confined therein.~~

(~~b~~a) Any animal impounded by ~~at the~~ Marion County Animal ~~Center~~ Services shall be maintained in accordance with the following provisions and additional policies adopted by the board by resolution:

(1) A healthy animal wearing a current Marion County license tag or having been implanted with a registered microchip, shall be impounded for a period of not less than 120 hours before the animal may be adopted, transferred, humanely euthanized, or otherwise disposed of.

(2) A healthy adult dog not wearing a current Marion County license tag, implanted with an unregistered microchip, or without a microchip shall be impounded for a period of not

less than 72 hours, before the animal may be adopted, transferred, humanely euthanized, or otherwise disposed of.

(3) Cats, kittens, puppies, and all other animals, other than livestock as defined in Florida Statutes, for which an owner has not been identified or deemed not to have an owner by an identification tag or other identification shall be considered abandoned and shall immediately become the property of Marion County Animal Services.

(4) If an impounded animal is suffering from or suspected to have an infectious or contagious disease, or is injured or debilitated to such an extent that it is experiencing pain or suffering as determined by a veterinarian or competent designee(s), or the animal poses an immediate substantial risk to staff or visitors to the shelter, the animal may be humanely euthanized prior to the expiration of the above hold.

(5) In the event any impounded animal not classified as dangerous or being held as the subject of a dangerous dog or cruelty investigation is properly identified by the legal owner or authorized agent of the owner, the animal shall be released to the owner or agent upon payment of all fees as established by the board and all fees incurred by the county on behalf of the impounded animal for the provision of proper care and confinement, providing that concurrence of the county public health unit director or designated representative has been obtained for the release of any animal with rabies or believed to be infected with rabies. In the case of any animal impounded because of a dangerous dog investigation, such animal may be released to the owner according to the requirements of section 4-22.

(6) Animals shall be released to owners on presentation of proof of ownership and payment of costs and fees. Proof of ownership may include a County rabies/license tag, veterinary records, tattoo, bill of sale, adoption contract, registered microchip, affidavits from two separate neighbors, other reliable documentary or anecdotal evidence deemed reliable by Marion County Animal Services; along with a signed affidavit affirming ownership. If ownership cannot be proven, the animal must remain for the established hold period prior to reclaiming.

(~~2~~7) In the event any impounded animal is not claimed prior to the expiration of the proper impoundment period, ~~the department of animal services~~ Marion County Animal Services may release, adopt, ~~destroy~~ humanely euthanize, or otherwise dispose of such animal in accordance with the established laws, rules and regulations and the policies of the board, without any compensation being paid to the owner, providing that concurrence of the county public health unit director or designated representative has been obtained for the release of any animal with rabies or suspected to be infected with rabies.

(~~3~~8) All dogs and cats being adopted, redeemed or sterilized from ~~the department of animal services~~ Marion County Animal Services shall be implanted with ~~an electronic animal identification device (~~a microchip~~)~~ for positive identification and be registered with ~~the department of animal services~~ Marion County Animal Services database prior to release, and the department shall collect the applicable fees for such services.

~~(4) All dogs and cats having completed rabies quarantine shall be implanted with an electronic identification device (microchip) for positive and permanent identification as~~

~~a condition of quarantine release. All fees for such services shall be the owner's responsibility.~~

~~a. Animals quarantined at the Marion County Animal Center shall be implanted with an electronic identification device prior to being released to the owner.~~

~~b. Animals not quarantined at the Marion County Animal Center shall within ten (10) calendar days from the release of quarantine be implanted with an electronic animal identification device (microchip) by a veterinarian of the owner's choice or department of animal services.~~

~~c. It shall be unlawful to not have an animal implanted with an electronic identification device (microchip) after quarantine.~~

(~~5~~9) No live dog or cat shall be released to any entity, business, firm, corporation, institution or enterprise for biomedical research, teaching or experimental purposes.

~~(6) All owners shall have the right to schedule a visitation of their animal, subject to reasonable limitations on staff availability, at the Marion County Animal Center not more often than three (3) days per week and not to exceed fifteen (15) minutes per day, with the exception of animals that have been impounded as a result of an attack on a human, or where pursuant to determination of a licensed veterinarian, visitation is not advisable. In those cases, no visitation shall be permitted.~~

(10) Dogs and cats that have been impounded shall be spayed/neutered at the owner's expense prior to being released to the owner. No spay/neuter is required if a licensed veterinarian certifies in writing that the surgery would endanger the animal's health or if a licensed veterinarian with whom the pet owner has a previously established doctor-patient-client relationship certifies in writing that the animal is of appropriate health, conformation, and temperament to be bred. Such certification is to be made on a sworn statement provided by the County. The owner of the animal will also certify on an affidavit to be provided by the County that he or she will comply with the provisions of this Ordinance or all laws and ordinances governing the regulation of breeders. An owner shall not use this exemption more than one (1) time per animal; mandatory sterilization is required based on a second impoundment. The animal shall only be released to the owner with a signed statement allowing the owner fifteen (15) days to comply with and/or register as a hobby breeder or commercial breeder. Failure to register as a hobby breeder or commercial breeder will result in a penalty as specified in the penalty schedule.

(~~a~~b) It shall be unlawful for any person, business, or organization to harbor or keep any stray or apparently lost dog or cat, found within Marion County, unless they have notified Marion County Animal Services within twenty-four (24) hours from the time such animal came into their possession. Upon receiving such notice, Marion County Animal Services may require the individual to bring the animal to Marion County Animal Services for identification, sheltering, or if necessary, for the intention of reuniting the pet with their owner

(1) If the animal becomes injured or sick while under that individual's care, they shall be required to seek medical treatment and are responsible for paying all necessary veterinary expenses. If they do not wish to pay for treatment, the animal must be relinquished to Marion County Animal Services or another Animal Related Organization in good standing with Marion County Animal Services.

(2) The individual must comply with the following requirements, prior to rehoming or keeping with the intention of permanent ownership:

i. Pet must be scanned for a microchip with a universal microchip scanner
ii. Contact of a known owner must be attempted a minimum of 3 times; contact may be done via phone, text, in person, or email.
iii. A Found Report must be submitted via platform approved by Marion County Animal Services; such notification must be made public for a minimum of 7 calendar days (168 hours)
iv. Report must include a clear picture depicting the signalment of the animal, as well as accurate color(s) and gender.

Sec. 4-18. - Location of sale of dogs and cats.

(a) Any sale, ~~exchange,~~ or transfer of possession or ownership to another person, of dogs and cats, to include puppies and kittens, are prohibited on any public or private streets and rights-of-way, within 50 feet of any right-of-way, at any flea market, ~~or~~ private parking lots, or business without appropriate permitting, any open-air venue, such as, but not limited to, parades, concerts, events, and festivals.

(b) No new pet shop shall offer for retail sale dogs or cats in Marion County, without fully complying with the adoption-based business model and unless that dog or cat was obtained from:

(1) An animal shelter;

(2) An Animal Rescue Organization.

~~(c) All lawfully operating pet shops in existence, on or before the effective date of this ordinance, shall be permitted to continue the retail sale of dogs and/or cats in Marion County in accordance with their respective business models, provided, however, each existing pet shop is at all times in full compliance with any and all existing and future retail sale regulations adopted by the County for existing pet shops and provided they are in compliance with the applicable provisions of this section and the additional restrictions set forth below:~~

~~(1) An owner of an existing pet shop shall be required to initially register for the grandfather privilege, by complying with the registration requirements set forth, within 30 days of the effective date of this section.~~

~~(2) An owner of an existing pet shop shall not be permitted to transfer, assign or sell their existing pet shop.~~

~~(3) An owner of an existing pet shop shall not be permitted to open any additional pet stores as of the effective date of the ordinance. Any pet shop opened after the adoption date of this section shall be considered a new pet shop and said owner shall be obligated to fully~~

~~comply with the adoption-based business model for the retail sale of dogs and/or cats and all other requirements prescribed for all new pet shops in the County.~~

~~(4) An owner of an existing pet shop that allows any of their Federal, State, and/or local occupational business licenses, or other requirement/s related to the operation of their business, to lapse, making them legally ineligible to operate their business, or voluntarily abandons their respective retail sale business model, for a period of more than 30 days, shall lose their grandfather privilege of reopening and operating in its usual manner and shall be obligated to fully comply with the adoption-based business model for the retail sale of dogs and/or cats in the County and all other requirements pertaining thereto.~~

~~(5) An owner of an existing pet shop who has any final determination or adjudication of one or more violations of any Federal or State administrative rule, regulation, or statute administered or enforced by the United States Department of Agriculture (USDA), the Florida Department of Agriculture and Consumer Services, or any other county or State agency with jurisdiction, whether administrative, civil, or criminal, including, but not limited to, any consent decree, final agency order, court order, verdict, plea of guilty or plea of nolo contendere, shall lose their grandfather privilege and shall be obligated to fully comply with the adoption-based business model for the retail sale of dogs and/or cats and all other requirements prescribed for all new pet shops in the County.~~

~~(6) An owner of an existing pet shop shall have the following information readily available for all potential purchasers, Marion County Animal Services and the State:~~

~~a. The name of the breeding facility where the dog and/or cat was bred; and~~

~~b. The city and state of the dog's and/or cat's breeding origin.~~

~~c. Specific contact information for the breeder of the dog and/or cat may be provided at the discretion of the pet shop to its potential purchasers, however, this information is required to be provided to Marion County Animal Services upon request.~~

~~e. A sign, in poster format, shall be placed in the existing pet shop, in clear view, stating that the information required above is available for review by all potential purchasers, Marion County Animal Services, and the State upon request.~~

~~(7) An owner of an existing pet shop owners shall only purchase dogs and/or cats that are intended to be sold to potential purchasers from breeders:~~

~~a. That have not received any State law or county violations in the past two years of any Federal, State administrative rule, regulation, or statute administered or enforced by the United States Department of Agriculture (USDA), the Florida Department of Agriculture and Consumer Services, or any other county or State agency with jurisdiction, whether administrative, civil, or criminal, including, but not limited to, any consent decree, final agency order, court order, verdict, plea of guilty or plea of nolo contendere,~~

~~(8) At the time of registration, all owners of existing pet shops shall inform Marion County Animal Services of all dogs and/or cats that are available for retail sale and were acquired, before the effective date of the ordinance from which this section was derived, from breeders who do not meet the buying standards above. Those dogs and/or cats may be sold by the existing pet shop, however, after the effective date of this section, all dogs and/or cats that~~

~~will be available for retail sale by the existing pet shop must be acquired from breeders who meet the buying standards.~~

~~(9) All pet shops shall be inspected by Animal Services on a quarterly basis to ensure compliance with this section and any other applicable ordinance sections.~~

(~~d~~c) ~~Humane organizations~~ Animal related organizations and government agencies are exempt from ~~subsections (a) (c)~~ this section.

Sec. 4-19. - Requirements for sales of dogs and cats.

(a) Before a dog is offered for sale it shall receive from a veterinarian, vaccines and anthelmintics against the following diseases and internal parasites:

(1) Canine distemper.
(2) Leptospirosis.
(3) Bordetella ~~(by intranasal inoculation or by an alternative method of administration if deemed necessary by the attending veterinarian and noted on the health certificate, which must be administered in this state once before sale)~~
(4) Parainfluenza.
(5) Hepatitis.
(6) Canine parvo.
(7) Rabies, if the dog is three ~~four~~ (34) months of age or older and the inoculation is administered by a veterinarian.
(8) Roundworms.
(9) Hookworms.

Each dog over six (6) months of age shall be tested for heartworm before being offered for sale.

(b) Before a cat is offered for sale it shall receive from a veterinarian, vaccines and anthelmintics against the following diseases and internal parasites:

(1) Panleukopenia.
(2) Feline viral rhinotracheitis.
(3) Calici virus.
(4) Rabies, if the cat is three ~~four~~ (34) months of age or older and the inoculation is administered by a veterinarian.
(5) Hookworms.
(6) Roundworms.

Each cat shall also be tested for feline leukemia virus and feline immunodeficiency virus (FIV) before being offered for sale.

(c) The tests, vaccines, and anthelmintics shall be administered prior to the dog or cat being offered for sale, unless a veterinarian certifies on the official certification of veterinary inspection that

to vaccinate or deworm the dog or cat is not in the best medical interest of the dog or cat, in which case the vaccine or anthelmintic may not be administered to that particular dog or cat.

~~(d) If the dog or cat is under four (4) months of age, the tests, vaccines, and anthelmintics required by this section shall be administered no more than twenty-one (21) days before sale within the County. If the dog or cat is four (4) months of age or older, the tests, vaccines, and anthelmintics required by this section shall be administered at or after three (3) months of age, but no more than one (1) year before the sale.~~

(~~e~~d) All dogs and cats sold in the County shall have a microchip implanted prior to sale. The seller shall register the microchip with the national registry associated with the microchip within 48 hours of the sale. The seller shall also notify Marion County Animal Services and shall provide the microchip number, and other identifying information of the dog or cat along with the name, address, and telephone number of the new owner, within 30 days of the sale. ~~to the department of animal services. The seller shall also notify the department of animal services and the applicable national registry within forty-eight (480 hours of the sale of the dog or cat and shall provide the name, address, and telephone number of the new owner of the dog or cat.~~

(1) No dog or cat need be microchipped if a licensed veterinarian, exercising appropriate professional judgment, certifies in writing and under oath that an animal is medically unfit for the microchipping procedure because of a physical condition which would be substantially aggravated by such procedure or would likely cause the animal's death.

(~~f~~e) It shall be unlawful for an animal related organization, government agency ~~shelter, humane society, rescue organization,~~ or similar organization to refuse or fail to have a dog or cat implanted with an electronic animal identification device (microchip) and registered as required in this chapter.

(~~g~~f) Each dog and cat shall be accompanied by an original current official certificate of veterinary inspection with the corresponding microchip identification for that animal at all times while being offered for sale within the County. The buyer shall receive the original certificate. Copies of these certificates shall be held by the seller and the veterinarian for a period of three (3) years.

(~~h~~g) The examination of each dog and cat by a veterinarian shall take place no more than thirty (30) days before the sale within the County.

(~~i~~h) No person may offer to sell or transfer any dog or cat that is less than eight (8) weeks of age.

Sec. 4-20. - Community cats ~~initiative~~.

~~The county acknowledges that there is currently a strong need to address issues presented by feral, free-roaming, and other community cats. To that end, it recognizes the need for multi-tiered programs that not only work to address the issues of feral, free-roaming, and other community cats, but also the need to educate and bring awareness to cat caregivers to stabilize populations of colonies. Therefore, this section establishes the following requirements:~~

(a) Community cats must be sterilized, vaccinated against the threat of rabies, and ear-tipped (preferable on the left ear) for easy identification; if these requirements are met, the community cat is exempted from licensing, stray, at-large, and other provisions of this section that apply to owned animals.

(b) Community cat caregivers should provide certain necessities on a ~~regular/ongoing~~ regular ongoing basis, including, but not limited to, proper nutrition and medical care as needed.

(1) Food shall be provided in the proper quantity for the number of cats being managed and is to be supplied no less than once per day. Food must be maintained in proper feeding containers.

(2) Water, if supplied, must be clean, potable, and free from debris and algae.

(3) The feeding of community cats should take place primarily during daylight hours to minimize the risk of domestic-wildlife interactions that have increased potential of rabies exposure for the cats. Any food provided after daylight hours shall only be provided for such time required for feeding, and no longer than 30 minutes, after which it shall be removed.

(4) Feeding outdoors is only allowed when an appropriate amount of food for daily consumption of the cat(s) being cared for is provided. Food must be appropriately placed in sanitary containers sufficient for the cat being fed. Automatic feeders that are properly maintained and secured may be used to dispense daily food rations and may be present during night hours.

(5) Dumping excessive quantities of food on the ground, placing excess quantities in bowls or other containers and leaving open food packages is prohibited.

(6) If shelter is provided, it shall be unobtrusive, safe, and of the proper size for the cat(s).

(c) Community cat caregivers must feed only on their property or with the permission of another landowner (city, state, or federal public property).

(d) Community cat caregivers shall not be deemed to own, have custody, care, or control of community cats.

(e) Community cat caregivers may redeem community cats from the shelter without proof of ownership and are exempt from charges and/or fees.

(f) Any individual or entity that violates this section shall be guilty of a violation and shall be subject to a fine not to exceed $500.00. However, for a first violation of this section, a violator shall receive only a warning citation along with a notification that subsequent violations will result in a fine.

Sec. 4-21. - Spay/neuter program.

Florida Statute § 823.15 expresses a determination of the Florida Legislature that uncontrolled breeding of dogs and cats leads to unwanted animals, strays, animal suffering, destruction of

animals at great expense to the community constituting a nuisance and public health hazard. The board of county commissioners hereby finds that:

(1) Marion County is committed to finding humane and cost effective means of reducing the production of unneeded and unwanted puppies and kittens by:

a. Assuring compliance with the Florida State Statute providing the sterilization of all adopted and rescued domestic animals prior to their release from Marion County Animal ~~Center~~ Services. [F.S. § 823.15(2)(a)]

b. Providing subsidized targeted spay/neuter services to the pets of Marion County citizens by ~~means of the neuter commuter and~~ offering public surgery services within the Marion County ~~Animal Center~~. ~~Targeted groups include:~~

~~i. Income qualified pet owners.~~

~~ii. Community cats~~

~~iii. Large breed dogs~~

~~iv. Pets in high intake areas~~

c. Partnering with Animal Rescue Organizations to help meet their spay/neuter obligations.

~~d. Providing licensed veterinarians to perform these services.~~

Sec. 4-22. - Damage by dogs; classification of dangerous dogs.

(a) Marion County adopts by reference as a part of this chapter all of F.S. Ch. 767, as the same may be amended from time to time. In the event of a conflict between F.S. Ch. 767, and this chapter, the provisions of the statute shall control. The procedures of this chapter also provide regulations supplemental to F.S. Ch. 767.

(b) ~~The department of~~ Marion County ~~a~~Animal ~~s~~Services shall investigate reported incidents involving any dog that may be dangerous and, if possible, shall interview the owner and require a sworn affidavit from any person with personal knowledge of the facts asserted therein, including any animal control officer or enforcement officer, desiring to have a dog classified as dangerous.

(c) The animal control officer shall attempt to obtain a current, valid address of the owner during such investigation, including requiring the owner to provide the owner's correct current street address, and telephone number, and any other contact information of the owner, such as email addresses, which the county may use for all future notices and communications with the owner. The owner shall further advise the animal control officer of the address at which the animal resides, if different from the address of the owner. If the owner refuses to provide such information to the animal control officer, the animal control officer shall make a notation of such refusal in the investigation file, and shall advise the owner that such refusal shall be deemed to be a waiver of any claim of lack of notice as to future proceedings or communications from the county. If the owner is currently transient or otherwise has no current street address, it shall be the responsibility of the owner to physically come to ~~the animal services center~~ Marion County Animal Services once every five (5) days to pick up any notifications that relate to the owner.

(d) Possession of dog while investigation is pending:

(1) The animal control officer shall be authorized to pick up and impound a dog if probable cause is established as provided in section 4-7.

(2) Upon demonstration to the animal control officer that the owner is able to humanely and safely confine the animal in a securely fenced or enclosed area pending the outcome of the investigation and resolution of any hearings or appeals related to the dangerous dog classification or any penalty imposed under this section, the owner shall, in most cases, be permitted to retain custody of the dog, or obtain release of the dog from ~~the animal services center~~ Marion County Animal Services, upon payment of any applicable fees and charges.

(3) In exceptional cases, notwithstanding receipt of evidence regarding the owner's ability to safely confine the dog, Marion County Animal Services may obtain or retain custody of the dog based on the determination of the animal control officer, based on first hand observations, that the release of the dog to the owner presents an unreasonable risk to the public.

(e) After the investigation, the animal control officer ~~Director~~ shall make an initial determination as to whether there is sufficient cause to classify the dog as dangerous or impose a penalty and shall afford the owner an opportunity for a hearing prior to issuing a final order. ~~The Department of~~ Marion County Animal Services shall provide written notification of the sufficient cause finding and ~~the Director's~~ proposed classification of the dog as dangerous and penalties to the owner, by registered mail, certified hand delivery, or service in conformance with the provisions of Chapter 48, F.S., relating to service of process, to the address previously provided by the owner. The owner may file with ~~the Director~~ Marion County Animal Services, ~~at 5701 SE 66th Street, Ocala, FL 34480~~, a written request for a hearing within seven (7) calendar days after the date of receipt of the notification of the sufficient cause finding. The owner's request for hearing shall, even if previously given as provided above, state the owner's correct current street address, telephone number, fax number, and, if available, email address, where the owner agrees to receive notices of hearing, and other communications from ~~the Department of~~ Marion County Animal Services. If requested, the hearing shall be held as soon as possible, but not more than 21 calendar days and no sooner than 5~~10~~ calendar days after receipt of the request from the owner, unless waived by the owner.

(f) Marion County Animal Services ~~The Director~~ shall issue ~~mail~~ a notice of hearing to the owner by registered mail, certified hand delivery, or service in conformance with the provisions of Chapter 48, F.S. relating to service of process, to the address previously provided by the owner. ~~certified mail at the mailing address shown on the owner's request for hearing.~~ The notice of hearing shall advise the owner that, if a person decides to appeal any decision made by Marion County Animal Services ~~the Director~~ as a result of the hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. If a facsimile number or email address has also been provided by the owner, the notice shall also be provided by those means as well. Failure of the owner to receive either facsimile or email notice shall not however be deemed to be insufficient notice where the notice of hearing has been otherwise properly delivered ~~addressed, and sent by certified U.S. mail for delivery~~ to the owner. Marion County Animal

Services ~~The Director~~ shall see that the ~~mail~~ notice of hearing is delivered ~~mailed~~ at least seven (7) calendar days before the hearing. The notice shall specify the date, time, and location of the hearing. Proof by affidavit of the delivery ~~mailing~~ of such notice, as provided for herein, shall be deemed to be prima facie evidence of sufficient notice of hearing. The Director or the dog classification board, as provided below, shall conduct the hearing on or after the sixth ~~eleventh~~ day and on or before the twenty-first day after receipt of the request. If the owner fails to timely request a hearing, the owner shall be deemed to have waived his or her rights to contest the dangerous dog classification or any penalty imposed under this section. Marion County Animal Service's ~~The Director's~~ initial determination that the dog be classified as a dangerous dog or that a penalty be imposed shall become final, by operation of law without requirement for a hearing.

(g) The board of county commissioners may, by resolution, create a dog classification board, comprised of five (5) appointed members and one (1) alternate, for the purpose of conducting hearings and presenting recommended orders to the Director prior to the final determination.

(1) Each county commissioner shall appoint one member to the dog classification board, and the chair, with the concurrence of a majority of the other county commissioners shall also appoint the alternate member. The dog classification board shall be comprised of members who do not currently sit on any other elected or appointed board in Marion County, and who, to the extent such are available for appointment, demonstrate by training, education, experience or employment, both an interest in animal welfare and control, and the objectivity and demeanor to fairly hear dog classification cases. ~~The dog classification board, as provided for herein, shall be established within sixty (60) calendar days of the effective date of the ordinance from which this chapter derives, and upon its creation, shall replace the current dog classification board.~~

(2) The nature of the hearing before the dog classification board shall be an informal adversarial proceeding in which formal rules of evidence do not apply. The parties may be represented by counsel at their own expense, and shall be afforded the opportunity to present evidence, and to cross-examine adverse witnesses. Witness testimony shall be given under oath. It shall be the responsibility of the owner to ensure the preparation of a verbatim transcript of the hearing in the event the owner desires to appeal the final determination in the case. Following the hearing, the dog classification board shall transmit a recommended order to the Director. The recommended order must recite the essential findings of fact and conclusions of law upon which the recommendation is based. The recommended order must be supported by competent, substantial evidence on the record of the hearing. Hearsay evidence shall be admissible in the hearing, but a finding of fact may not be based solely on hearsay evidence. The owner shall be permitted to submit to the Director an alternate recommended order, with citations to the record supporting his or her position. The Director shall have the discretion, on a given case, to forego the procedure of the dog classification board, and personally convene a hearing using the foregoing procedural rules, before entering a final written decision.

(h) Following the hearing or by operation of law, the Director shall render a written final order. The order shall be deemed rendered when it is filed with the Clerk of Court in County

Commission Records. The Director shall have the discretion to not adopt the Recommended Order if it is not supported by competent substantial evidence, or, if the Director cites to other compelling substantial evidence that justifies a different result. The Director shall provide a copy of the final order to the owner by registered mail, certified hand delivery, or service in conformance with the provisions of Chapter 48, F.S., relating to service of process, ~~by regular U.S. Mail delivery at~~ to the address previously provided by the owner. ~~if the decision is that the dog is not found to be dangerous. In the event that the final decision is that the dog is a dangerous dog, that decision shall be the classification of the dog as a dangerous dog, and shall be delivered to the owner in accordance with paragraph (i), below.~~ An owner with no mailing address shall make arrangements to physically come and pick up the written decision from ~~the Department of~~ Marion County Animal Services.

(i) ~~The Director shall provide a written final order to the owner by registered mail, certified hand delivery or service to the address provided by the owner's request for hearing.~~ The owner may appeal the classification, penalty, or both within 30 calendar days after receipt of the final order by petition for certiorari to the circuit court in accordance with the Florida Rules of Appellate Procedure. If the dog is not held by ~~the~~ Marion County Animal Services ~~Department~~, the owner must confine the dog in a securely fenced or enclosed area pending a resolution of the appeal. In exceptional cases, notwithstanding receipt of evidence regarding the owner's ability to safely confine the dog, ~~the~~ Marion County Animal Services ~~Department~~ may obtain or retain custody of the dog based on the determination of the animal control officer, based on first hand observations, that the release of the dog to the owner presents an unreasonable risk to the public. If the final order recommends destruction, the dog shall not be destroyed for 30 calendar days after the owner receives the final order, unless the owner waives the right to appeal to the Circuit Court in writing. If the owner files a written appeal to the Circuit Court within 30 calendar days, the dog may not be destroyed while the appeal is pending. The owner is responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the animal during any appeal procedure.

(j) Marion County Animal Services ~~The animal services department~~ may not classify a dog as dangerous or impose a penalty if an attack occurred while the person alleged to have been attacked was unlawfully on the property of the dog's owner.

(k) A dog shall not be declared dangerous if the threat, injury, or damage was sustained by a person who, at the time, while lawfully on the property, was tormenting, abusing, or assaulting the dog or its owner or a family member. No dog may be declared dangerous if the dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustifiable attack or assault.

(l) Within fourteen (14) calendar days after issuance of the final order classifying the dog as dangerous or the conclusion of any appeal that affirms such final order, the owner of the dog shall obtain a certificate of registration for the dog from ~~the department of animal services~~ Marion County Animal Services, upon payment of any and all fees established by the board, and annually thereafter renew the certificate of registration upon payment of any and all renewal fees. Only a person who is at least eighteen (18) years of age, and presents the following evidence, may obtain the certificate of registration for a dog classified as dangerous:

(1) A current certificate of rabies vaccination signed by a licensed veterinarian for the dog.

(2) A current county animal license for the dog.

(3) Proper enclosure for the dog classified as dangerous as defined in Florida State Statute 767, as may be amended ~~this chapter~~.

(4) The posting of the confinement property with clearly visible warning signs at all entry points that inform both children and adults of the presence of a dangerous dog on the property. Signs may be obtained from the department of animal services, upon payment of any and all sign fees established by the board of county commissioners, which signs shall include the words, "Warning: Dangerous Dog." [F.S. § 767.12(5)(a)]

(5) Permanent identification of the dog, by means of microchip implantation.

(6) Two (2) current color photographs showing the color and size of the dog.

(7) Permanent surgical sterilization of the dog by gonadectomy.

It shall be unlawful for an owner of a dangerous dog to fail to obtain a certificate of registration as provided in this section.

(m) It shall be unlawful for the owner to fail to immediately notify the department of animal services when the dog classified as dangerous:

(1) Is loose, unconfined or missing.

(2) Has bitten a human being or attacked another animal including livestock.

(3) Is sold, given away, or dies.

(4) Is moved to another address.

The owner of the said dangerous dog must notify ~~department of animal services~~ Marion County Animal Services prior to relocating the dog. The animal control authority in the new location must be notified by the owner of a dog classified as dangerous that the dog is in that authority's jurisdiction. Before a dangerous dog is sold or given away, the owner shall provide the name, address, and telephone number of the new owner. The new owner must comply with all the requirements of this section.

(n) It is unlawful for the owner of a dangerous dog to permit the dog to be outside a proper enclosure unless the dog is muzzled and restrained by a substantial chain or leash rated to withstand the weight and strength of the dog, and under the control of a competent adult physically able to restrain the dog. The muzzle shall be made in a manner that will not cause injury to the dog or interfere with its vision, breathing, panting, or drinking, but will prevent it from biting any person or animal. A properly fitted basket muzzle or agitation muzzle is recommended. The owner may exercise the dog in a securely fenced or enclosed area that does not have a top, without a muzzle or leash, if the dog remains within the owner's sight and only members of his immediate household or persons eighteen (18) years of age or older are allowed in the enclosure when the dog is present. When being transported, the classified dangerous dog shall be safely and securely restrained within a vehicle, which vehicle shall be posted with warning signs that a dangerous dog is in the vehicle. It shall be unlawful for a person to use a dog classified as dangerous for hunting or herding purposes.

(o) Any person who violates any provision of this section is guilty of a noncriminal infraction, punishable by a fine not exceeding five hundred dollars ($500.00). [F.S. § 767.12(7)]

(p) As a condition to each dog's classification, any animal control officer shall, at any reasonable hour, have the right to inspect the owner's premises to determine compliance with F.S. Chs. 767 and 828, and this chapter. It shall be unlawful for an owner to deny the animal control officer or enforcement officer access to inspect the outside of the owner's premises to determine compliance as provided in this section. If authorized by a warrant issued by a court of competent jurisdiction, an animal control officer or enforcement officer shall be permitted to inspect the inside of the owner's premises.

(q) This section does not apply to dogs used by law enforcement officials for law enforcement work.

(r) ~~The~~ Marion County Animal ~~Center~~ Services shall not release any dog subject to a dangerous dog investigation unless the owner presents evidence of their ability to safely confine the dog as provided above, and that all fines and fees related to such dog have been paid~~. If the owner fails to make payment of all fines and fees within fourteen (14) calendar days of the completion of all hearings and appeals, the dog shall be considered abandoned by the owner and thereafter destroyed in an expeditious and humane manner.~~

Sec. 4-23. - Attack or bite by unclassified dog that causes death; confiscation; destruction. [~~s. 767.135~~]

If a dog that has not been declared dangerous attacks and causes the death of a human, the dog shall be immediately confiscated by ~~the~~ Marion County ~~Department of~~ Animal Services, placed in quarantine, if necessary, for the proper length of time or held for ten (10) business days after the owner is given written notification under section 4-22, and thereafter destroyed in an expeditious and humane manner. This 10-day time period shall allow the owner to request a hearing under section 4-22. The dog shall not be destroyed for 30 calendar days after the owner receives the final order, unless the owner waives the right to appeal to the Circuit Court in writing. If the owner files a written appeal to the Circuit Court within 30 calendar days ~~as~~ under section 4-22, the dog must be held and may not be destroyed while the appeal is pending. The owner is responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the animal during any appeal procedure.

Sec. 4-24. - Attack or bite by unclassified dog that causes severe injury or death; penalties; discretion to order destruction. [~~ss. 767.12, 767.136~~]

(a) If a dog that has not been declared dangerous attacks and causes severe injury to, or the death of, a human, and the owner of the dog had knowledge of the dog's dangerous propensities, yet demonstrated a reckless disregard for such propensities under the circumstances, the owner of the dog is guilty of a misdemeanor of the second degree, punishable as provided in section 775.082 or section 775.083, Florida Statutes.

(b) If the dog attacks or bites a person who is engaged in or attempting to engage in a criminal activity at the time of the attack, the owner of the dog is not guilty of any crime under this section.

(c) If ~~the Director~~ Marion County Animal Services makes an initial determination that a dog be classified as a dangerous dog due to an incident that caused severe injury to a human being, the Director may, based upon the nature and circumstances of the injury and the likelihood of a future threat to the public safety, health, and welfare, also make an initial determination that the dog be destroyed in an expeditious and humane manner in accordance with the procedures in section 4-23~~2~~.

Sec. 4-25. - Attack or bite by dangerous dog; penalties, confiscation, destruction. ~~[F.S. § 767.13]~~

(a) If a dog that has previously been classified dangerous attacks or bites a person or a domestic animal including livestock without provocation, the owner is guilty of a misdemeanor of the first degree, punishable as provided in F.S. §§ 775.082 or 775.083. In addition, the dangerous dog shall be immediately confiscated by ~~the animal control authority~~ Marion County Animal Services, placed in quarantine, if necessary, for the proper length of time or impounded and held for ten (10) business days after the owner is given written notification ~~of the initial determination, according to the procedure in~~ under section 4-22, ~~that the dangerous dog has violated this subsection~~ and thereafter destroyed in an expeditious and humane manner. This ten-day time period shall allow the owner to request a hearing before a final determination, pursuant to the procedures of section 4-22, whether the dangerous dog has violated this subsection. The dog shall be held for 30 calendar days after the owner receives the final order, unless the owner waives the right to appeal to the Circuit Court in writing. If the owner files a written appeal to the Circuit Court within 30 calendar days as under section 4-22, the dog must be held and may not be destroyed while the appeal is pending. The owner is responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the animal during any appeal procedure.

(b) If a dog that has previously been classified dangerous, attacks and causes severe injury to or death of any human, the owner is guilty of a felony of the third degree, punishable as provided in F.S. §§ 775.082, 775.083, or 775.084. In addition, the dangerous dog shall be immediately confiscated by Marion County Animal Services, placed in quarantine, if necessary, for the proper length of time or impounded and held for ten (10) business days after the owner is given written notification under section 4-22, and thereafter destroyed in an expeditious and humane manner. This ten-day time period shall allow the owner to request a hearing before a final determination, pursuant to the procedures of section 4-22, whether the dangerous dog has violated this subsection. The dog shall be held for 30 calendar days after the owner receives the final order, unless the owner waives the right to appeal to the Circuit Court in writing. If the owner files a written appeal to the Circuit Court within 30 calendar days as under section 4-22, the dog must be held and may not be destroyed while the appeal is pending. The owner is responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the animal during any appeal procedure.

(c) If the dog attacks or bites a person who is engaged in or attempting to engage in a criminal activity at the time of the attack, the owner of the dog is not guilty of any crime under this section.

Sec. 4-26. - Department of Animal Services to maintain list of dogs classified as dangerous.

(a) A publicly accessible list of all dogs classified as dangerous shall be maintained by ~~the~~ Marion County ~~Department of~~ Animal Services.

(b) The list shall include:

(1) The dog's name,

(2) The dog's residential ~~address at which the dog resides~~,

(3) The dog's breed,

(4) Color photograph showing the color and size of the dog; ~~The dog's identification number, and~~

~~(5) Any other information the Department finds will protect public safety and allow for easier identification of dogs classified as dangerous.~~

~~(c) The Department shall update this information when notified that a dog classified as dangerous is moved.~~

Sec. 4-27. - Property owner's liability~~; probable cause; civil infractions and citations~~.

Property owners may be determined to be in violation of this chapter or held liable for the actions or lack of compliance of this chapter by the occupant(s) of their properties if ~~the department of~~ Marion County ~~a~~Animal ~~s~~Services has informed both parties and the violation continues to exist. The violation can either be located on the property or occurring from the property. Unless otherwise specifically provided in this chapter, and regardless of the knowledge, intent or culpability of the violator, any violation of the regulations of this chapter shall be a civil infraction punishable by a maximum civil penalty not to exceed five hundred dollars ($500.00) per violation. ~~A citation shall be issued by an officer who has probable cause to believe that a person has committed an act in violation of this chapter. Probable cause shall be established by the officer's personal observation of the violation; or upon a violator's admission of the infraction; or by physical evidence which exists to support the complaint; or after investigating a complaint whereby sworn affidavits of complaint signed by two (2) competent persons residing in separate dwellings, setting forth the nature and date of the act, the name and address of the owner or keeper, and a description of the animal, the officer believes that a violation of this chapter has occurred. Such citation may be contested in the county court. If a person fails to pay the civil penalty, fails to appear in court to contest the citation, or fails to appear in court as required by F.S. § 828.27(6) concerning mandatory court appearances; the court, upon request of the animal control officer, may issue an order to show cause. This order shall require such persons to appear before the court to explain why action on the citation has not been taken. If any person who is issued such order fails to appear in response to the court's directive, that person may be held in contempt. Mandatory court appearances shall be required for certain aggravated violations resulting in the unprovoked biting, attacking, or wounding of a domestic animal; violations resulting in the destruction or loss of personal property; second or subsequent violations of local animal cruelty laws; or violations resulting in the issuance of a third or subsequent citation to a person. Persons required to appear in court do not have the option of paying the fine instead of appearing in court.~~

Sec. 4-28. - Irresponsible animal owner.

The purpose of this section is to protect the citizens and animals of Marion County from the risks and expenses resulting from individuals who repeatedly fail to care responsibly for their domestic animals. Determining the number of times, a person is found guilty shall be per incident and not based on the number of animals involved in each incident or the number of enforcement actions, or charges, arising out of the same set of facts.

(a) A person shall be designated as an irresponsible owner upon being found guilty of violating, more than twice, any combination of the following within a three-year period:

(1) Section 4-9 – Rabies, exemptions, requirements
(2) Section 4-11 – Control of animals
(3) Section 4-12 – Domestic animals creating a nuisance (excluding noise violations)
(4) Section 4-13 – Humane treatment for animals
(5) Section 4-14 – Animals in motor vehicles or vessels
(6) Section 4-15- Establishing an Animal Abuser Registry
(7) Section 4-16-County to maintain list of persons presently enjoined from possessing animals
(8) Section 4-18-Location of sale of dogs and cats
(9) Section 4-19-Requirements for sales of dogs and cats
(10) Section 4-29-Permitting, exemption, requirements
(11) Section 4-30-Standards of Care

(b) A person shall be designated as an irresponsible owner upon being found guilty, more than once, of any combination of the following within a three-year period:

(1) Owning a dog that, while under the person's ownership, custody, or control, is declared dangerous
(2) Section 767.13 Florida Statutes – Attack or Bite by dangerous dog
(3) Section 767.136 Florida Statute – Attack or Bite by Unclassified dog that causes severe injury or death; penalties
(4) Section 828.073 Florida Statutes – Animals Found in Distress
(5) Section 828.12 Florida Statutes – Cruelty to animals
(6) Section 828.122 Florida Statutes– Fighting or Baiting animals

(c) For a period of three years from the date of designation as an irresponsible owner, or from the date of the most recent conviction for any subsequent violations, a person must comply with the following requirements:

(1) Any domestic animals owned by the person must be spayed/neutered within 30 calendar days of the designation as an irresponsible owner
(2) Any domestic animals owned by the person must be microchipped within 30 calendar days
(3) Any domestic animals owned by the person must be up to date on rabies vaccination and appropriate licensure within 30 calendar days

(4) The irresponsible owner must be registered with the department, complete with full payment of the irresponsible owner registration fee and any applicable annual renewal for the duration of the irresponsible owner designation
(5) The irresponsible owner may not become the new owner, caretaker, or harborer of any new domestic animals

(d) This Section does not prevent Marion County Animal Services from seeking and enforcing any other remedy available at law or equity, including a court-ordered injunction on ownership of animals against any person.

(e) Any individual or entity that violates this section shall be guilty of a violation and shall be subject to a fine not to exceed $500.00.
(f) The owner may appeal the irresponsible owner designation within thirty (30) days to the County Administrator, or their designee.

~~(a) Irresponsible pet owner class I. A person with two previous convictions for animal safety and welfare violations occurring on separate dates, who commits a third animal safety and welfare violation within 24 months of the date of offense of the earliest of the three violations, may be charged with a violation of this section, punishable by a minimum fine of $300.00. For purposes of this section, animal safety and welfare violation means a violation of any of the following provisions of this Code: Sections 4-12 (public nuisance, except for violations based on excessive noise), 4-11 (control), 4-13 (humane treatment), and 4-14 (motor vehicles).~~

~~(b) Irresponsible pet owner class II. When a person meets the conditions for an irresponsible pet owner class I violation, and the circumstances of the most recent violation evidence a knowing refusal to comply with this Code or to take corrective actions, he or she may be charged as an irresponsible pet owner class II under this paragraph, punishable by a minimum fine of $400.00.~~

~~(c) Upon conclusion of any appeal, or the expiration of any right to an appeal, a person who has a conviction for an irresponsible pet owner class II violation shall, for a period of three years after the date of the most recent conviction, be subject to the following regulations:~~

~~(1) Any owned dogs or cats shall be spayed/neutered and microchipped within 30 days.~~
~~(2) Any owned dogs or cats shall be subject to an irresponsible pet owner license fee established in accordance with this Code and applicable law.~~
~~(3) The owner shall not become the owner of any new dogs or cats, and no licenses will be issued for newly acquired dogs or cats.~~

Sec. 4-29. – Permitting, exemption, requirements ~~Kennel Licenses~~.

(a) No person shall act as, perform duties of a hobby breeder, commercial breeder, high-volume owner or otherwise maintain an animal related organization or animal related business ~~large kennel, business kennel, pet dealer, or breeder~~ without first obtaining ~~a kennel license~~ the appropriate permit from ~~Department of~~ Marion County Animal Services. This shall not include any registered foster for Marion County Animal Services ~~or an Animal Rescue Organization as defined~~. No permit ~~license~~ shall be issued without written confirmation from

the Marion County Growth Services Department ~~Zoning Division~~ that the proposed location complies with all the requirements of ~~with~~ the Marion County Land Development Code ~~applicable zoning requirements~~.

~~(b) To obtain a kennel license a person must show proof of vaccination against rabies by a licensed veterinarian for animals four (4) months or older owned by the kennel owner, proof of Marion County licensure for each animal, and maintain a certificate of inspection issued by Animal Services.~~

~~(1) Inspection by Animal Services will be concerned with the cleanliness and comfort provided by the facility.~~

~~(2) All animals kept or maintained in such a kennel shall be provided with a clean, fresh water supply, proper shelter from the elements and adequate food to maintain a norma condition of health.~~

~~(3) Compliance with these requirements will be determined by inspections at least once every six (6) months.~~

(b) A person seeking a permit shall apply to Marion County Animal Services on a form approved by the County and provide the following:

(1) Proof of vaccination against rabies by a licensed veterinarian for animals three (3) months or older owned or kept by the applicant;
(2) Proof of Marion County licensure for each animal owned or kept by the applicant; an
(3) A written emergency plan including procedures in the case of a natural disaster, incapacitation, or death of permit holder;
(4) Proof of a current working relationship with a licensed veterinarian;
(5) Receipt of annual fees paid to Marion County Animal Services, as set forth in the resolution of fees;
(6) A statement as to whether the applicant has ever been found to have violated the prohibitions in this section, or has been convicted of the offense of cruelty to animals, under state law, or has been the subject of a final judgment entered under F.S. § 828.073, or any other Florida Statutes prohibiting animal neglect or mistreatment;
(7) Certificate of inspection issued by Marion County Animal Services that all regulations are met and animals are kept in accordance with all requirements set forth in this ordinance.

(c) Upon satisfactorily meeting the requirements of this section, the owner will be issued a permit ~~kennel license~~. Permits ~~Kennel licenses~~ shall be valid for a period of one (1) year from the date of issuance and must be renewed annually. ~~during the month of January. Previously licensed kennels that apply after January for a renewal will be charged double the kennel license fee.~~ Permits not renewed within thirty (30) days of the expiration date shall be subject to double the annual fee.

(d) Not obtaining a permit ~~kennel license~~ or violation of any permitting regulations or standards of care ~~kennel licensing procedure~~ shall be a violation of this chapter and at the discretion of the ~~Animal Services~~ Director, the permit ~~kennel license~~ may be temporarily or permanently revoked.

(e) No permit shall be issued or renewed for any applicant that has outstanding penalties or unpaid citations imposed due to violations of this chapter.

(f) Permits are not transferable, assignable, or refundable.

(g) No permit shall be issued for any applicant, applying for a permit relating to the housing or breeding of cats, that is a current community cat caregiver at their permit location

(h) Requirements for animal related businesses and animal related organizations are as follows:

(1) Each animal related business or organization will prominently display a current, valid county animal services-issued operational permit.

(2) Each animal related business or organization which accepts privately owned animals into its custody shall report to Marion County Animal Services any obvious case of neglect or animal abuse pursuant to this ordinance, of F.S. Ch. 828 "Cruelty to animals".

(3) Shall have their written emergency plan including procedures in the case of a natural disaster, incapacitation or death of permit holder, posted in a prominent location.

(4) Each animal related business or organization shall have a working telephone available at all times in case of an emergency. The name of the establishment's veterinarian and the veterinarian's phone number shall be posted in a prominent location.

(5) Each animal related business or organization shall provide adequate rodent and insect control when necessary.

(6) Maintain records on all individual animals currently under their care.

(7) Records shall include but are not limited to rabies vaccination, all other inoculations and prescription or medical treatments administered.

(8) Records shall also include the owner's name, address, emergency telephone number, owner's proof of identification, and name and telephone number of owner's veterinarian. In addition, a medical release shall be obtained from the owner or their designee for each animal and shall become part of the animal's record so that emergency treatment can be given if the animal shows signs of illness or is injured while in the care and custody of the animal related entity. Exceptions to this provision may be made on a case-by-case basis when due to extenuating circumstances it is in the best interest of the animal for the animal owner to remain anonymous.

(9) Where the animal related business or organization has a right of ownership in the animal, records shall indicate where the animal was obtained.

(10) All records shall be made available to the department upon request.

(11) Failure by an animal related business or organization to obtain a permit prior to conducting business within the county shall constitute a violation.

(i) Requirements for hobby breeders and commercial breeders are as follows:

(1) The appropriate permit number shall be provided on all advertisements and promotions concerning the sale of any animals. The permit number shall also be provided to all persons who buy or accept ownership of an animal.

(2) A statement from the breeder's primary veterinarian which states that any breeding dog in the program, is at least two years of age, and of appropriate health, conformation and temperament to be bred ethically and responsibly. This statement must be updated and provided to the department annually.

(3) Dogs, cats, puppies and kittens offered for sale must be at least eight weeks of age and be accompanied by an Official Certificate of Veterinary Inspection (OCVI).
(4) Follow all requirements outlined in this ordinance in relation to Sec. 4-18 Location of sale of dogs and cats, and Sec. 4-19 Requirements for sale of dogs and cats.
(5) Maintain records of each litter of puppies and kittens born. Such records shall include the date of birth, number of puppies and litters born, and the county license tag number of each parent.
(6) Maintain records of each animal sold containing the breed, sex, color, and identifying markings of the animal; all OCVIs and medical records for each animal; the name and address of the purchaser; and the number of the microchip implanted in the animal. If the disposition of the animal is not through sale, the records shall indicate the type and date of disposition, including the name and address of any subsequent owner, if one exists.
(7) All records as described herein shall be kept for a period of two years and be made available to the department upon request.
(8) At the time of sale, breeders must provide the purchaser with a complete copy of the record pertaining to the individual animal to include the OCVI, medical records and appropriate registration and health testing.
(9) Failure by a breeder to obtain a permit prior to using or offering to use an animal for breeding or stud shall constitute a violation.

(j) With the permission of the applicable property owner/tenant/resident or with a warrant obtained in accordance with chapter 933, Florida Statutes, an animal control officer shall have the authority to enter any facility and inspect the facility and any records pertaining to the animals where animals are boarded, sold, bred, trained, or groomed, including, but not limited to commercial ~~pet dealers,~~ breeders, hobby breeders, high-volume owners ~~large kennels~~, animal related businesses ~~kennels~~, ~~animal related organizations~~ ~~flea markets~~, or any other premises or property where animals are kept as a business. Such inspections shall be conducted only in the furtherance of an investigation of a violation of state law or this chapter; this subsection shall not provide an independent basis for an inspection. Refusal to allow the Director, or designee to inspect any premises, animal, or records associated with any hobby breeder, commercial breeder, animal related business, animal related organization or high-volume owner shall constitute a violation of this Ordinance.

(k) The Director, or designee shall have the authority to deny, modify, suspend, or revoke a permit, as issued under this Section. Any appeal of the Director's decision regarding any denial, modification, suspension, or revocation of the permit shall be heard by the Board.

Sec. 4-30. – Standards of Care

The purpose of this section is to create the Standards of Care related to hobby breeders, commercial breeders, animal related businesses, animal related organizations, and high-volume owners.

(a) Anyone who owns or maintains animals and is meeting the definition of a hobby breeder, commercial breeder, animal related business, animal related organization, or high-volume owner must provide that animal:

(1) Freedom from hunger or thirst by ready access to fresh water and a diet to maintain full health and vigor

(2) Freedom from discomfort by providing an appropriate environment including shelter and a comfortable resting area
(3) Freedom from pain, injury or disease by prevention or rapid diagnosis and treatment
(4) Freedom to express normal behavior by providing sufficient space, proper facilities and company of the animal's own kind
(5) Freedom from fear and distress by ensuring conditions and treatment which avoid mental suffering

(b) Proper animal husbandry for all permitting shall consist of the following practices:

(1) Animal enclosures must be safe, sanitary, dry, and must protect the animals from the elements.
(2) Animal enclosures shall be large enough for each animal contained therein to stand up, sit down, lie down, and turn around simultaneously.
(3) Where an enclosure is used sequentially for more than one animal during the course of a day, the enclosure will be cleaned, sanitized and dried between each animal.
(4) Where animals are incompatible, they shall be contained separately in appropriate enclosures.
(5) Housing facilities for animals must be clean and sufficiently ventilated at all times when animals are present to provide for their health, comfort and well-being.
(6) Housing facilities for animals must be sufficiently heated and cooled when necessary to protect the animals from excessive temperatures and to provide for their health, comfort and well-being.
(7) Premises where animals are housed shall have sufficient lighting and provide a diurnal lighting cycle, by either nature or artificial light, corresponding to the natural period of daylight and night. If artificial light is provided, it must emulate natural light.
(8) Premises where animals are housed shall be clean, orderly and free of garbage, toxic substances, unused food, standing water, sharp objects, litter or refuse.
(9) Garbage shall be kept in garbage cans with properly fitting lids and disposed of regularly.
(10) Bodies of dead animals must be disposed of according to applicable county and state regulations, policies and laws.
(11) Food shall be stored in such a way as to prevent contamination by rodents, pests and moisture. Food storage containers shall be clearly and properly labeled as to contents.
(12) Any poisonous plants growing in or near where animals are being housed should be removed.
(13) All chemicals, pesticides, cleaning solutions and disinfectants shall be stored and used in accordance with manufacturers' instructions, properly labeled as to content and kept away from contact with animals and animal food.
(14) All animal feces shall be removed and disposed of properly. Animal feces shall not be allowed to contaminate surrounding waters.
(15) Food dishes and water bowls shall be cleaned daily.
(16) When communal feeding containers are used, there shall be sufficient space to feed all the animals simultaneously.
(17) Animals shall be provided with food of sufficient quantity and quality to allow for normal growth and maintenance of a healthy body weight.

(18) Fresh water shall be available to all animals daily and shall be maintained in a container in such a manner that animals cannot turn the container over.
(19) Food and water shall be fresh, appropriate for the animal, and free from contamination.
(20) Animals must be given exercise appropriate for their species, breed, and size.
(21) The responsible party must follow veterinary instructions for any sick or injured animal. Proof of adequate, timely veterinary care and follow-up must be provided to the department upon request.
(22) Animals having a known or suspected communicable animal-to-human disease shall be maintained in isolation where they cannot directly or indirectly come into contact with any other animals or the public. Applicable county and state health regulations must be followed when caring for any animal harboring an animal-to-human disease.
(23) Any animal that cannot stand on its own or that has a life-threatening disease must be hospitalized, housed under the direction of a licensed veterinarian or humanely euthanized in accordance with F.S. § 828.058.
(24) Animals shall not be worked in a sick, diseased or injured condition.
(25) Animals shall not be abused, mistreated, tormented or in any manner made to suffer by any person or any means.
(26) Any enclosure used as a primary means of confinement for a dog must meet the definition of enclosure as defined in this ordinance.
(27) Cats must be provided access to a receptacle containing sufficient clean litter to contain excreta and body wastes.
(28) Cats must be provided solid resting surface(s) that are sufficient to hold all cats at the same time comfortably.
(29) Animals other than those specifically enumerated herein shall be cared for pursuant to general guidelines and accepted animal husbandry standards for each species.

(c) Groomers shall be subject to the following additional requirements:

(1) Clippers, combs, brushes and any other equipment shall be sanitized after each animal grooming.
(2) Animals shall not be left unattended while tethered to grooming stations.
(3) Clean, separate drying towels shall be used for each individual animal groomed.
(4) Tepid water must be used for the purpose of washing dogs and cats. Cold water is not acceptable.
(5) Grooming bathtubs shall be sanitized after each animal grooming. Grooming bathtubs shall be maintained free of mold and mildew.
(6) Clippers, dryers, combs, brushes and any other grooming equipment shall be maintained in good repair so that they are appropriate for the intended safe use per manufacturers' or suppliers' instructions.

Sec. 4-301. - Chapter to be liberally construed.

This chapter is to be liberally construed in order to effectively carry out the purposes which are deemed to be in the best interest of the public health, safety, and welfare of the citizens and residents of the county.

SECTION 2. SEVERABILITY.

It is hereby declared to be the intent of the Board of County Commissioners of Marion County that if any section, subsection, clause, phrase, or provision of this ordinance is held invalid or unconstitutional, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

SECTION 3. REPEAL OF ORDINANCES.

All ordinances or parts of ordinances, in conflict with this ordinance are, to the extent of such conflict, hereby repealed.

SECTION 4. INCLUSION IN COUNTY 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 be incorporated into the Marion County Code of Ordinances, that the sections of this ordinance may be re-numbered or re-lettered to accomplish such intent.

SECTION 5. EFFECTIVE DATE.

A certified copy of this ordinance shall be filed with the Secretary of State by the Clerk within ten days after enactment by the Board of County Commissioners, and shall take effect upon such filing as provided in F.S. § 125.66(2)(b).

DULY ADOPTED this 4 day of February, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

KATHY BRYANT, CHAIRMAN

RECEIVED NOTICE FROM SECRETARY OF STATE ON OCTOBER 17, 2025 ADVISING ORDINANCE WAS FILED ON OCTOBER 17, 2025.

ATTEST:

GREGORY C. HARRELL
CLERK

FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

CORD BYRD
Secretary of State

October 23, 2025

Gregory C. Harrell
Clerk of Court
Marion County
P.O. Box 1030
Ocala, FL 34478-1030

Dear Gregory Harrell:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Marion County Corrected Ordinance No. 25-47, which was filed in this office on October 23, 2025.

Sincerely,

Alexandra Leijon
Administrative Code and Register Director

AL/dp

R. A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399-0250
Telephone: (850) 245-6270

Susan Mills McAllister

From: County Ordinances <CountyOrdinances@dos.fl.gov>
Sent: Thursday, October 23, 2025 04:02 PM
To: Debra Lewter; County Ordinances
Cc: Debra Windberg; Susan Mills McAllister; Jared Thornton
Subject: RE: MRN20250916_ORDINANCE_2025-47 - CORRECTED
Attachments: Marion20251023_Ordinance25_47_Ack (CORRECTED).pdf

Good afternoon,

Attached is the acknowledgement letter for Marion County Corrected Ordinance 25-47.

Thank you,

David Parrish
Government Operations Consultant II
Office of the General Counsel
Department of State
Room 701 – The Capitol – Tallahassee, FL
P: (850) 245-6270

From: Debra Lewter <DebraL@marioncountyclerk.org>
Sent: Thursday, October 23, 2025 1:27 PM
To: County Ordinances <CountyOrdinances@dos.fl.gov>
Cc: Debra Windberg <DebraW@marioncountyclerk.org>; Susan Mills McAllister <SusanM@marioncountyclerk.org>; Jared Thornton <jaredt@marioncountyclerk.org>
Subject: MRN20250916_ORDINANCE_2025-47 - CORRECTED

EMAIL RECEIVED FROM EXTERNAL SOURCE

The attachments/links in this message have been scanned by Proofpoint.

Good afternoon Ms. Grosenbaugh,

Pursuant to provisions of Florida Statutes, attached for filing in your office is an electronic pdf copy of the ***corrected*** Marion County Ordinance 25-47, which includes Resolution 25-R-368. Please note **corrected Resolution 24-R-368**. Also included is the Interdepartmental Correspondence Letter advising of the scrivener's error. The Ordinance was adopted by the Marion County Board of County Commissioners on September 16, 2025 and was originally filed in your office on September 25, 2025.

Please advise our office of the date on which this corrected Ordinance is received or should you need anything further.

Thank you in advance for your cooperation in this matter.

Sincerely,

Debra Lewter
Clerk, Commission Records
352-671-5620 | DebraL@marioncountyclerk.org
Office of Gregory C. Harrell
Marion County Clerk of Court and Comptroller
PO Box 1030, Ocala FL 34478-1030
352-671-5604 | www.marioncountyclerk.org
"Here to serve and protect the public trust"

Debra Lewter

From: Debra Lewter
Sent: Thursday, October 23, 2025 01:27 PM
To: CountyOrdinances@dos.myflorida.com
Cc: Debra Windberg; Susan Mills McAllister; Jared Thornton
Subject: MRN20250916_ORDINANCE_2025-47 - CORRECTED
Attachments: MRN20250916_ORDINANCE_2025-47 - CORRECTED MEMO.pdf; MRN20250916_ORDINANCE_2025-47 - CORRECTED.pdf

Good afternoon Ms. Grosenbaugh,

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Please advise our office of the date on which this corrected Ordinance is received or should you need anything further.

Thank you in advance for your cooperation in this matter.

Sincerely,

Marion County
Board of County Commissioners
Growth Services
2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-438-2600
Fax: 352-438-2601

INTERDEPARTMENTAL CORRESPONDENCE

MEMO TO: Susan Mills McAllister Clerk, Commission Records Division

FROM: Kenneth Weyrauch, Deputy Director

DATE: October 21, 2025

SUBJECT: Scrivener's Errors on Resolution 25-R-368

Pursuant to provisions of Florida Statutes, attached for filing in your office is an electronic pdf copy of the corrected Marion County Resolution 25-R-368. The Resolution was adopted by the Marion County Board of County Commissioners on September 16, 2025 and was originally filed in your office on September 25, 2025 as Resolution 25-R-368 with Ordinance 25-47.

The Resolution 25-R-368 that was adopted September 16, 2025 had scrivener's errors; the conditions were not clear as they had tables that included Zoning Requirements and original recommendations instead of including only the adopted conditions.

Attached is a copy of the original adopted Resolution 25-R-368 and the corrected Resolution 25-R-368 as well as a copy of the original Ordinance 25-47 and the corrected Ordinance 25-47

CORRECTED
ORDINANCE NO. 25-47

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

WHEREAS, the Board of County Commissioners of Marion County, Florida (Board), is responsible for and has established the zoning of parcels of property in the unincorporated area of Marion County as reflected on the official Zoning Map, and

WHEREAS, property owner(s) have submitted petition(s) for rezoning, and such applications identify the property by metes and bounds description or by the Marion County Property Appraiser parcel number, and such identifications of property are hereby incorporated into this ordinance by reference, and

WHEREAS, the Board has considered the recommendations of the Marion County Planning and Zoning Commission and has conducted the necessary public hearing, and has approved the applications contained in this ordinance. Now therefore,

BE IT ORDAINED by the Board of County Commissioners of Marion County, Florida:

SECTION 1. REZONING PERMIT APPROVALS. The Board hereby approves the below-listed applications for Rezoning. NOTE: The terms and conditions of Board approvals of the Planned Unit Developments are stated in the Board Resolution corresponding to each Planned Unit Development Petition shown below.

1. **AGENDA ITEM 15.2.1. 250406ZC** – Gary W. Smallridge and 4 C Family Trust, LLC, Zoning Change from General Agriculture (A-1) to Regional Business (B-4), for all permitted uses, 30.21 acre tract, on Parcel Account Numbers 41520-001-04 and 41520-101-04, no address assigned.

2. **AGENDA ITEM 15.2.2. 250908ZP** – Prosperity US 27 LLC, Zoning Change from expired Planned Unit Development (PUD 160504Z, formerly General Agriculture A-1) to Planned Unit Development (PUD) for a maximum proposed total of 151 single-family residential units, 39.36 acre parcel, on Parcel Account Number 36640-004-00, no addresses assigned.

Subject to all terms and conditions of Resolution 25-R-368 attached hereto and incorporated herein by reference.

AGENDA ITEM # 15.2.1. 250406ZC (Gary W. Smallridge and 4 C Family Trust, LLC) shall not take effect unless and until concurrent Developer's Agreement regarding Agenda Item # 15.2.1. Gary W. Smallridge and 4 C Family Trust, LLC, Zoning Change is effective. Developer's Agreement proffered by applicant for conditional zoning pursuant to Laws of Florida 1985-464 (Senate Bill No. 542).

SECTION 3. EFFECTIVE DATE. A copy of this Ordinance, as enacted shall be filed by the Clerk of the Board by email with the Office of the Secretary of State of Florida within ten (10) days after enactment, and this Ordinance shall take effect upon receipt of official acknowledgment from the Secretary of State that this Ordinance has been filed with such office.

DULY ADOPTED in regular session this 16TH day of SEPTEMBER, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

GREGORY C. HARRELL, CLERK

KATHY BRYANT, CHAIRMAN

RECEIVED NOTICE FROM SECRETARY OF STATE ON OCTOBER 23, 2025 ADVISING ORDINANCE WAS FILED ON OCTOBER 23, 2025.

CORRECTED
RESOLUTION NO. 25-R-368

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, APPROVING A PLANNED UNIT DEVELOPMENT ON A 39.36 ACRE PARCEL FOR PROSPERITY US 27, LLC, ZONING CASE NUMBER 250908ZP; PROVIDING AN EFFECTIVE DATE.

WHEREAS, an application for a Planned Unit Development was duly filed with the Growth Services Department and considered by the Marion County Planning and Zoning Commission at its meeting on August 25, 2025; and

WHEREAS, the aforementioned application was considered at a public hearing held by the Board of County Commissioners of Marion County, Florida, at its meeting on Tuesday, September 16, 2025. Now therefore,

BE IT RESOLVED by the Board of County Commissioners of Marion County, Florida:

SECTION 1. PLANNED UNIT DEVELOPMENT APPLICATION 250908ZP – Prosperity US 27, LLC, the application requesting a Planned Unit Development, Articles 2 and 4 of the Marion County Land Development Code, as submitted by David Tillman, Ocala, FL 34471, to allow for a maximum proposed total of 151 single-family residential units, on an approximately 39.36 acre parcel, on Parcel Account Number 36640-004-00, no address assigned.

SECTION 2. FINDINGS AND DEVELOPMENT CONDITIONS. The Board of County Commissioners has considered the recommendation and findings of the Growth Services staff and the Planning and Zoning Commission regarding approval of the Planned Unit Development, and following public comment, the Board agrees with those affirmative findings and approves the Planned Unit Development subject to the following development conditions:

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

Table 2. DEVELOPMENT SETBACKS 36640-004-00	
Direction	**Setback**
Front (No sidewalk/Sidewalk)	20'/25'
Rear	15'
Side (Interior/Streetside)	5'/20'

Accessory (Side/Rear)	5'/10'

2. The PUD shall comply with PUD Development Buffers listed in Table 3 below and as listed within the PUD concept plan provided as Exhibit A

Direction	Adjoining Use	Required Buffer
North	Single-Family Residential	Modified C-Type*^
South	Single-Family Residential Government Institution	Modified C-Type*^
East	Multi-Family Residential Government Institution Vacant Multi-Family Residential	Modified C-Type* Enhanced Landscaping*
West	Single-Family Residential	Existing Vegetation
Entrance	ROW	Entrance Landscaping as shown

*Privacy fencing.

^Buffer does not extend the entire length of the property.

3. Buffers shall be provided as shown within the PUD concept plan (dated 06/05/2025) with enhanced buffering running the entire length of lots 19-30.
4. The PUD shall be limited to a maximum of 151 detached single-family residences.
5. Lots 19-30, as shown along the northern property boundary line of the PUD concept plan, shall be limited to single-story homes.
6. The PUD shall be developed consistent with the PUD Concept Plan provided as Exhibit A (dated 06/05/2025).
7. Requirements provided by OCE and MCPS regarding each of the respective access points must be adhered to.
8. Two points of access, as described in the Traffic Study, must be developed.
9. Sidewalk to be provided internally as shown in the PUD concept plan (dated 06/05/2025).
10. Sidewalks, as required by OCE, shall be developed along Juniper Rd. and to Legacy Elementary.
11. PUD site must comply with the County's LDC lighting standards that require lighting be shielded so as to not cast direct lighting off-site and a photometric plan be provided during major site plan review to ensure no negative impacts to neighboring parcels.
12. The PUD must meet the LDC requirement of a minimum of 20% improved open space.
13. 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.
14. The final PUD Master Plan shall require approval by the Marion County Board of County Commissioners, including being duly noticed and advertised consistent with the Land Development Codes notice provisions at the applicant's expense.

15. A Stormwater agreement for using the DRA shall occur no later than 6 months after PUD approval.

16. The County shall have no obligation to fund, perform, or reimburse any maintenance, repair, replacement, capital, or operational costs for stormwater facilities within or affecting the DRA; the Developer/HOA is solely responsible.

17. The County shall not share in any catastrophic failure repairs (e.g., breach, sinkhole, structure collapse). Developer/HOA must restore, repair, and indemnify the County.

18. Developer can relocate an equivalent storage volume to the DRA's existing capacity (based on current as-built stage–storage), plus one (1) foot of freeboard is reserved exclusively for the County's present and future use and shall not be utilized to serve the Project or third parties.

19. Perpetual drainage & storage easement: Record an easement in favor of the County over the DRA area covering (i) the reserved storage, (ii) defined County inflow hydrographs, and (iii) inspection and emergency access rights.

20. Record an Operation and Maintenance plan and funding mechanism (Developer/HOA) for all stormwater assets affecting the DRA, with annual inspection reports provided to the County.

21. Construction of amenities shall commence by the first C.O. of a residence and shall be finished by the 30th C.O. of a residence.

22. If conditions are not met:

    a. First Notice: Written notice stating the violation and supporting evidence is sent.

    b. Second Notice: Final written notice.

    c. Final Action: Permit hold to be placed until violations are resolved.

SECTION 3. COMPLIANCE/REVOCATION. Violation or failure to comply with one or more condition(s) of this Planned Unit Development shall be grounds for code enforcement action and/or repeal, in part and/or total, as related to this Planned Unit Development by the Board at a noticed public hearing.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon the effective date of this Zoning Change's corresponding Rezoning Ordinance, No. 25-47.

DULY ADOPTED in regular session this 16th day of September, 2025.

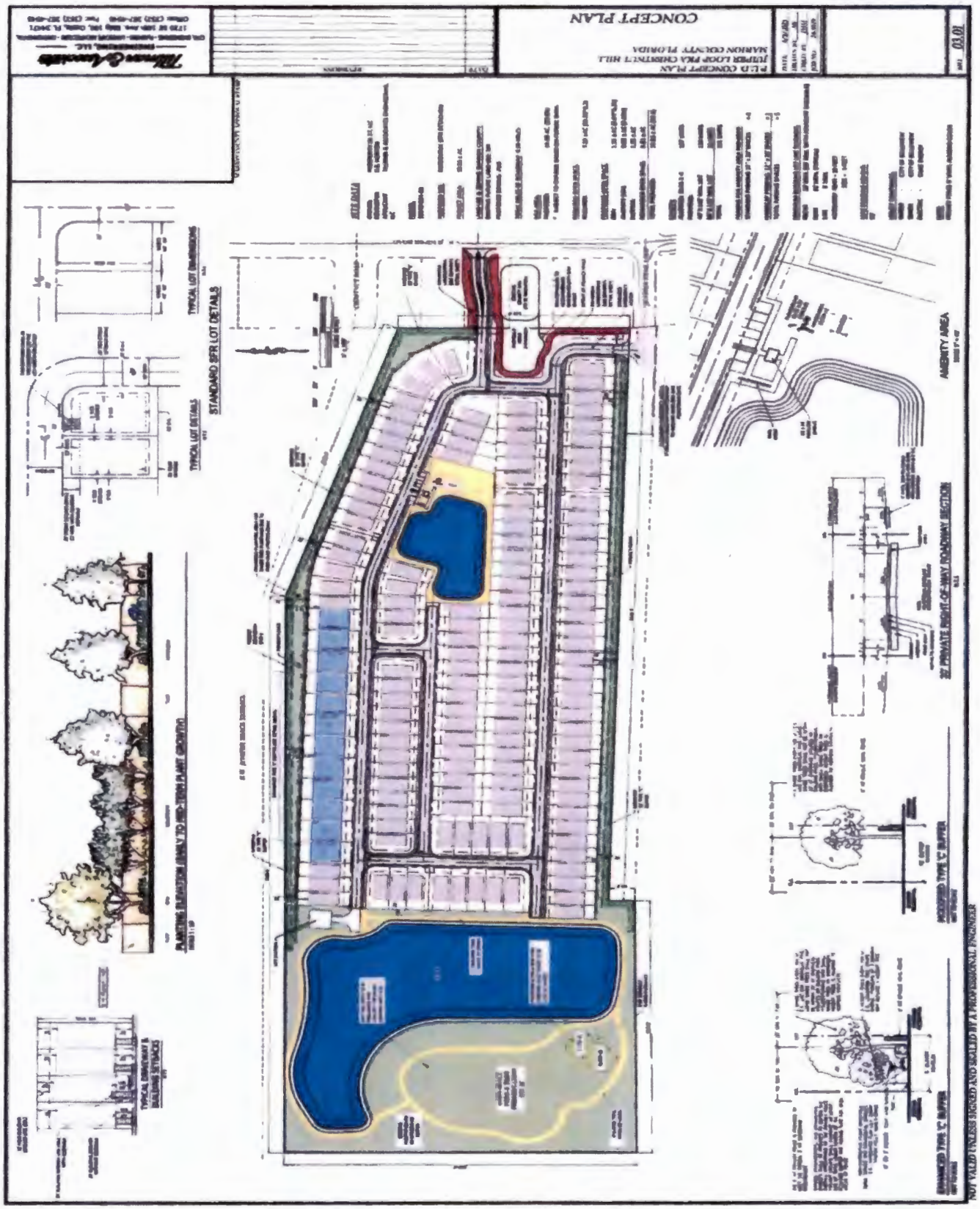
ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

GREGORY C. HARRELL, CLERK

KATHY BRYANT, CHAIRMAN

EXHIBIT "A"


CONCEPT PLAN
P.U.D. CONCEPT PLAN
JUPITER LOOP PKA CHRISTCT HILL
MARION COUNTY, FLORIDA
STANDARD SFR LOT DETAILS
TYPICAL LOT DIMENSIONS
TYPICAL LOT DETAILS
AMENITY AREA
32' PRIVATE RIGHT-OF-WAY ROADWAY SECTION
PLANTING EXPANSION AREA(S) OF HIGH-TERM PLANT GROWTH
TYPICAL DRIVEWAY & BUILDING SETBACKS
ENHANCED TYPE 'C' BUFFER
ENHANCED TYPE 'C' BUFFER

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21175 **Agenda Date:** 11/4/2025 **Agenda No.:** 14.3.9.

SUBJECT:
Present Regular Report of Utilization for Reserve for Contingencies

INITIATOR:
Audrey L. Fowler, Budget 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: November 4, 2025

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)
Balance:	10/21/2025		$ 1,842,671
Proposed:	11/04/2025	No Amendments Proposed	
Tentative:	11/04/2025		$ 1,842,671

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21135 **Agenda Date:** 11/4/2025 **Agenda No.:** 14.4.1.

SUBJECT:
Development Review Committee (DRC) -October 6 and October 13, 2025

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

DESCRIPTION/BACKGROUND:
Development Review Committee (DRC) -October 6 and October 13, 2025.

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

Monday, October 13, 2025 **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:
Michelle Fanelli for Michael Savage Chairman (Building Safety Director)
Ken McCann Vice Chairman (Fire Marshal)
Steven Cohoon (County Engineer)
Chuck Varadin (Growth Services Director)
Tony Cunningham (Utilities Director)

OTHERS PRESENT:
Ken Odom (Planning/Zoning)
Liz Madeloni (Planning/Zoning)
Susan Heyen (Landscape/Parks)
Linda Blackburn (Legal)
Chris Zeigler (Office of the County Engineer)
Kevin Vickers (Office of the County Engineer)
Alexander Turnipseed (Office of the County Engineer)
Sandi Sapp (Office of the County Engineer)
Kelly Hathaway (Office of the County Engineer)

2. PLEDGE OF ALLEGIANCE

3. ADOPT THE FOLLOWING MINUTES:

3.1. October 6, 2025

Motion by Chuck Varadin to approve the minutes, seconded by Michelle Fanelli
Motion carried 5-0

4. PUBLIC COMMENT

5. CONSENT AGENDA: STAFF HAS REVIEWED AND RECOMMENDS APPROVAL

5.1. Golden Ocala - W.E.C. Retail & Event Center @ South Commercial (aka: Retail at WEC South Commercial) - Major Site Plan

1612 NW 81st Terrace Rd Ocala
Project #2022030247 #28214 Parcel #21068-000-02
Tillman & Associates Engineering, LLC

5.2. McGinley North Commercial Phase 1 - Preliminary Plat

5077 SW Hwy 484 Ocala
Project #2024100041 #32120 Parcel #41200-056-00
Tillman & Associates Engineering, LLC

5.3. Ring Power Expansion (Revision to AR#30211) - Major Site Plan Revision

Ring Power Corporation
6200 N US Hwy 441 Ocala
Project #2022030278 #32736
Parcel #13358-001-00, 13358-000-00 & 13448-000-00
Kimley-Horn & Associates, Inc.

5.4. Firestone Ocala Freedom - Major Site Plan

Project #2024090064 #32039
Parcel #35699-006-06, 35699-006-04
Common Oak Engineering, LLC

Motion by Steven Cohoon to approve the consent agenda, seconded by Chuck Varadin
Motion carried 5-0

6. SCHEDULED ITEMS:

6.1. Melody Preserve - Improvement Plan - Waiver to Improvement Plan in Review

7945 SW 80th St Ocala
Project #2024100025 #32515
Parcel #35300-000-15 & 35474-000-00
Kimley-Horn and Associates

LDC 2.1.3 - Order of Plan

CODE states Sec. 2.1.3. - Order of plan approval. 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 waiver to submit the SW 80th Street and SW 77th Court realignment plan with the subdivision improvement plans.

Motion by Steven Cohoon to approve contingent on adding additional notification language within general notes for required Pre-Construction meeting with the Office of the County Engineer, seconded by Tony Cunningham
Motion carried 5-0

6.2. Summer Breeze Town Homes - Major Site Plan Request for Extension
5121 NE 29th St Unit 1 Silver Springs
Project #2023040071 #30025 Parcel #24196-001-00
Radcliffe Engineering

On 10/2/25, Applicant requested a one-year extension for this Major Site Plan. The request is to extend one year from the current expiration date of December 4, 2025. The new expiration date would be December 4, 2026.

Motion by Chuck Varadin to approve conditioned on providing the complete signed and sealed final drainage report, seconded by Michelle Fanelli
Motion carried 5-0

6.3. Pine Village Manufactured Home Park - Waiver to Major Site Plan in Review
10195 SE 36th Ave Belleview
Project #1999005123 #32898 Parcel #3726-011-001
Clymer Farner Barley, Inc

LDC 6.8.6.K(4) Buffers

CODE states D-Type buffer shall consist of a 15-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 25 percent of the required buffer.
APPLICANT requests waiver to propose PVC fencing in lieu of a buffer wall in the required D-Type buffer along the northern, eastern, and southern property boundaries. If each proposed manufactured home were to be on an individually platted lot, which they are not, our landscape buffer requirements would go from MF to SF, adjacent to SF, and only require an E-Type buffer without a buffer wall.

Motion by Chuck Varadin to rehear, seconded by Michelle Fanelli

Motion carried 5-0

Motion by Chuck Varadin to approve, seconded by Michelle Fanelli

Motion carried 5-0

6.4. Loopster Accessory Structures (3 Structures Total) - Waiver Request to Major Site Plan
Project #2025090078 #33454 Parcel #32098-000-00
CHBM Pro Group / Myer Development

LDC 2.20.1 APPLICABILITY
CODE states A. When any of the Minor Site Plan thresholds are exceeded, a Major Site Plan is required. B. A Minor Site Plan shall be submitted for review and approval prior to the issuance of a Building Permit or prior to the construction of site improvements when proposed improvements are in compliance with all of the following thresholds: (1) Collectively, all existing and proposed impervious ground coverage does not exceed 35 percent of the gross site area or 9,000 square feet, whichever is less. (2) The combined driveway trip generation is less than 50 peak hour vehicle trips. (3) The project is not in the ESOZ or FPOZ and subject to the site plan requirements of Article 5. (4) The site improvement does not increase flooding of adjacent property, or the concentration of stormwater discharge onto adjacent property. C. The following do not require a Minor Site Plan submittal and shall proceed through the Building Permit process only, subject to a determination by MCUD, and shall not be subject to Division 6.11, except the parallel access requirement which will be determined on a case by case basis based on practicality by the Planning/Zoning Manager, Division 6.8 and Division 6.9 except tree preservation requirements which shall be adhered to: (1) The development of interior alterations to an existing structure which does not result in additional paved parking or other impervious area to be provided. (2) The development of or exterior alterations to a single-family residence, when existing and proposed improvements remains less than 35 percent of the gross site area or 9,000 square feet, whichever is less, or the design criteria of the approved and permitted subdivision. (3) The development of exterior alterations to an existing, conforming improved site, with existing approved apron and driveway connection, other than a single-family residence which results in an increase in total impervious area which remains less than 35 percent of the gross site area or 9,000 square feet, whichever is less. (4) For change of use or occupancy of a structure other than residential where the previous use and proposed use is a conforming uses. (5) Special Event Permits, Temporary Use Permits and Home Occupation Permit. (6) For development on agricultural lands, when collectively all existing and proposed impervious ground coverage does not exceed 35 percent of the gross site area or 9,000 square feet, whichever is less. (7) Improvements related to bona fide agricultural uses that meet all of the following:(a) Are on a parcel greater than or equal to ten acres. (b) Are a minimum of 200 feet from all property lines. (c) If collectively all existing and proposed surfaces are less than three percent of the gross site area and do not exceed 30,000 square feet of impervious ground coverage. (d) Do not increase

any offsite drainage. (e) Do not contribute offsite drainage to a County documented drainage problem. (8) For the construction of a sign.
APPLICANT requests a waiver from the Minor Site Plan, spoke with Stormwater Department: All criteria have been met.

Motion by Steven Cohoon to deny, seconded by Chuck Varadin
Motion carried 5-0

6.5. Figueroa Rocio Perez New SFR - Waiver Request to Major Site Plan
Project #2025100005 #33478 Parcel #38526-000-00
Richard Ortengren

LDC 6.14.2.B(2) - Connection requirements
CODE states: 2) Wastewater (sewer) system. (a) New development, including single family residential structures, in the Urban or Rural area shall connect to an existing central sewer system if a sewer line from:1. A decentralized sewer system with available capacity is within a connection distance of 400 feet times the total number of ERCs and permission to connect is granted by the owner of the decentralized system; or 2. A central sewer system with available capacity is within a connection distance of 400 feet times the total number of ERCs; and a. Connection may be made to the gravity sewer line; or b. Connection may be made to the pressurized forcemain sewer line. 1. Using an on-site pumping station; or 2. Alternatively for only one single family residential structure, by installation of a state-approved septic system that meets current nitrogen reduction standards.
APPLICANT request: The Perez Home will be sited on a 5.2-acre parcel with the nearest public sewer connection ~650 feet from the proposed home location and the nearest public water ~200 feet away. Under Marion County LDC, Article 6, (Technical Standards), Division 14 (Water & Wastewater), connection is required only when a central system is "available" within the applicable connection distance (interpreted for a single family as 400 ft/1 ERC). Given the 650-feet sewer distance, service would necessitate a private lift station and force main, imposing disproportionate construction and long-term O&M costs relative to a single-family residence. As recommended by Bob Titterington, City of Belleview P.E. and consistent with 6.14.2 (Water& Wastewater Requirements) and 6.14.3 (Onsite Sewage Treatment and Disposal Systems), we therefore request approval to install a properly permitted onsite sewage treatment and disposal system (OSTDS). We will meet all Florida DEP permitting, and - if deemed beneficial - install an Enhanced Nutrient-Reducing (ENR) system (e.g. an aerobic treatment unit/performance-based system achieving DEP's nitrogen-reduction performance for designated areas) to ensure groundwater and spring protection. For potable water, while a main exists ~200 feet away (within 400 feet), we respectfully request consideration to allow a well (as conditioned in prior County actions) based on the large parcel size (5.2 acres), separation from receptors, and consistency with rural character. This relief aligns with the LDCs availability ad connection-distance framework and with past DRC Board practices where distance, cost, and site conditions warrant tailored conditions. Please reference the attached City of Belleview Water Sewer Connection Map, SFR site pan, and Distance to Connection Map. Thank you for your consideration.

LDC 6.14.3.B - Onsite Waste Treatment and Disposal Systems (OSTDS)
CODE states: B. Nothing set forth herein shall preclude the Board of County Commissioners (BCC) or Development Review Committee (DRC) from requiring Performance Based Treatment System (PBTS) on a case-by-case basis and considering soil conditions, parcel sizes and the proximity to protected springs.
APPLICANT request: The Perez Home will be sited on a 5.2-acre parcel with the nearest public sewer connection ~650 feet from the proposed home location and the nearest public water ~200 feet away. Under Marion County LDC, Article 6, (Technical Standards), Division 14 (Water & Wastewater), connection is required only when a central system is "available" within the applicable connection distance (interpreted for a single family as 400 ft/1 ERC). Given the 650-feet sewer distance, service would necessitate a private lift station and force main, imposing disproportionate construction and long-term O&M costs relative to a single-family residence. As recommended by Bob Titterington, City of Belleview P.E. and consistent with 6.14.2 (Water& Wastewater Requirements) and 6.14.3 (Onsite Sewage Treatment and Disposal Systems), we therefore request approval to install a properly permitted onsite sewage treatment and disposal system (OSTDS). We will meet all Florida DEP permitting, and - if deemed beneficial - install an Enhanced Nutrient-Reducing (ENR) system (e.g. an aerobic treatment unit/performance-based system achieving DEP's nitrogen-reduction performance for designated areas) to ensure groundwater and spring protection. For potable water, while a main exists ~200 feet away (within 400 feet), we respectfully request consideration to allow a well (as conditioned in prior County actions) based on the large parcel size (5.2 acres), separation from receptors, and consistency with rural character. This relief aligns with the LDCs availability and connection-distance framework and with past DRC Board practices where distance, cost, and site conditions warrant tailored conditions. Please reference the attached City of Belleview Water Sewer Connection Map, SFR site pan, and Distance to Connection Map. Thank you for your consideration.

Applicant withdrew

6.6. Jacquelyne & Scott McMillen - Family Division Waiver Request
fka: Jamie Jo Adams
10920 SW 27th Ave Ocala
Project #2014120060 #33463 Parcel #35770-049-00
Meleah McMillen

LDC 2.16.1.B(10) - Family Division
CODE states a parcel of record as of January 1, 1992 that is not located in a recognized subdivision or an Ag Lot Split. and is located in the Rural Lands may be subdivided for use of immediate family members for their primary residences. Within the Farmland Preservation Area, each of the new tract and the remaining parent tract must be at least three (3) acres in size. Within the Rural Lands. outside of the Farmland Preservation Area each of the new tract and the remaining parent tract must be at least one (1) acre in size. In the Urban Area, only parcels of record as of

January 1, 1992 which are Low Residential property exceeding two (2) acres in size may be divided for the use of immediate family members for their primary residences up to the maximum density of one (1) dwelling unit per gross acre. Immediate family is defined as grandparent, parent, step-parent, adopted parent, sibling, child, step-child, adopted child, or grandchild. A parcel of record shall not be divided more than three (3) times as a family division. Minimum access onto a road or street shall be a shared access that is at least forty (40) feet in width and shall be provided by recorded deed or by recorded non-exclusive easement. No subdivision and conveyance to the same family member more than once shall be permitted. No new parcel created by way of family division may be sold or offered for sale within five (5) years of the date of recording the deed transferring ownership of the new parcel to the immediate family member, except in the event of such immediate family member's death. During the five-year holding period, the immediate family member receiving the resulting family division parcel may convey ownership and interest in that resulting family division parcel to their spouse, as tenants in common with rights of survivorship, consistent with the Laws of Florida. Any subdividing of a parcel of record for the purpose of family division shall follow the waiver request process pursuant to Article 2, Division 10 of the Code.
APPLICANT is requesting a Family Division to deed 5 (per applicant original request was four) acres to their daughter and to share 40x40 driveway access off prescriptive road SW 27th Ave.

Motion by Chuck Varadin to approve the waiver request with the condition of completing paperwork, boundary survey, legal description, deed, affidavit as required, title work and correcting the requested acreage to 4 acres, seconded by Steven Cohoon
Motion carried 5-0

6.7. Vaincourt James H & Wanda M - Family Division Waiver Request
Freel Herbert Cypress Log Homes; Vance Scott M
17765 SE 95th Street Rd Ocklawaha
Project #2008040010 #33472 Parcel #39707-000-00
Brandy Vaincourt Armstrong

LDC 2.16.1.B(10) - Family Division
CODE states a parcel of record as of January 1, 1992 that is not located in a recognized subdivision or an Ag Lot Split. and is located in the Rural Lands may be subdivided for use of immediate family members for their primary residences. Within the Farmland Preservation Area, each of the new tract and the remaining parent tract must be at least three (3) acres in size. Within the Rural Lands. outside of the Farmland Preservation Area each of the new tract and the remaining parent tract must be at least one (1) acre in size. In the Urban Area, only parcels of record as of January 1, 1992 which are Low Residential property exceeding two (2) acres in size may be divided for the use of immediate family members for their primary residences up to the maximum density of one (1) dwelling unit per gross acre. Immediate family is defined as grandparent, parent, step-parent, adopted parent, sibling, child, step-child, adopted child, or grandchild. A parcel of record shall not be divided more than three (3) times as a family division. Minimum access onto a road or street shall be a shared access that is at least forty (40) feet in width and shall be provided by

recorded deed or by recorded non-exclusive easement. No subdivision and conveyance to the same family member more than once shall be permitted. No new parcel created by way of family division may be sold or offered for sale within five (5) years of the date of recording the deed transferring ownership of the new parcel to the immediate family member, except in the event of such immediate family member's death. During the five-year holding period, the immediate family member receiving the resulting family division parcel may convey ownership and interest in that resulting family division parcel to their spouse, as tenants in common with rights of survivorship, consistent with the Laws of Florida. Any subdividing of a parcel of record for the purpose of family division shall follow the waiver request process pursuant to Article 2, Division 10 of the Code.
APPLICANT is requesting a Family Division to deed 5 acres to their daughter and her husband. They are also requesting to waive the shared 40' easement and would like to access off the private road of SE 177th Ct.

Motion by Chuck Varadin to approve the waiver request with the condition of completing paperwork, boundary survey, legal description, deed, affidavit as required and title work, seconded by Steven Cohoon
Motion carried 5-0

7. CONCEPTUAL REVIEW ITEMS: NONE

8. DISCUSSION ITEMS:

Michelle Fanelli confirmed the Loopsters (Item 6.4.) do have a C.O, Ken Odom stated they are operating out of zoning designations.

9. OTHER ITEMS:

Motion to adjourn by Tony Cunningham, seconded by Chuck Varadin
Motion Carried 5-0

10. ADJOURN: 10:03

Michael Savage, Chairman
Ken McCann Vice Chair

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, October 6, 2025 **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:
Michael Savage Chairman (Building Safety Director)
Ken McCann, Vice Chairman (Fire Marshal)
Steven Cohoon (County Engineer)
Chuck Varadin (Growth Services Director)
Tony Cunningham (Utilities Director)

OTHERS PRESENT:
Chris Rison (Planning/Zoning)
Susan Heyen (Parks)
Michelle Sanders (911 Management)
Linda Blackburn (Legal)
Kevin Vickers (Office of the County Engineer)
Chris Zeigler (Office of the County Engineer)
Aaron Pool (Office of the County Engineer)
Kelly Hathaway (Office of the County Engineer)
Sandi Sapp (Office of the County Engineer)

2. PLEDGE OF ALLEGIANCE

3. ADOPT THE FOLLOWING MINUTES:

3.1. September 29, 2025

Motion by Chuck Varadin to approve the minutes, seconded by Tony Cunningham
Motion carried 4-0

4. PUBLIC COMMENT

5. CONSENT AGENDA: STAFF HAS REVIEWED AND RECOMMENDS APPROVAL

5.1. Liberty Crossings - Final Plat
Liberty Crossings Commercial Center
9445 SW 49th Ave Ocala
Project #2021020012 #32200 Parcel #35699-010-00,35699-010-04
A.M. Gaudet & Associates, Inc.

Motion by Steven Cohoon to approve the consent agenda, seconded by Tony Cunningham
Motion carried 4-0

6. SCHEDULED ITEMS:

6.1. US-FL-5816 Dunnellon East - Waiver to Minor Site Plan in Review
Project #2025070042 #33069 Parcel #35300-000-00
Kimley Horn and Associates

LDC 6.8.2. - Landscape Plan Requirements
CODE states A landscape plan which indicates the following is required for all development except for individual single-family homes and duplexes.
APPLICANT request - This waiver request is to allow submission of this project without a landscape plan. The project consists of a cell tower located within a heavily wooded property. The existing mature trees will remain in place and will fully surround the tower site, preserving the natural screening. All tree mitigation requirements are being met, and additional landscaping is not necessary given the existing conditions.

Motion by Chuck Varadin to approve contingent on providing supplemental easement to control the area determined by Growth Services in consultation with landscaping around the tower to maintain existing trees and to fill them in if they get knocked down, seconded by Steven Cohoon.
Motion carried 5-0

6.2. Capozzoli, Linda - Rezoning to PUD With Master Plan
7317 SW 80th St Ocala
Project #2025080023 #33384 Parcel #35460-039-00
Mastroserio Engineering

Motion by Steven Cohoon to recommend approval to the Board of County Commissioners (BoCC) with the condition that the Traffic Impact Analysis is submitted three weeks prior to the BoCC meeting, seconded by Chuck Varadin
Motion carried 5-0

6.3. Equine Paradise - Agricultural Lot Split
12086 N US Hwy 27 Ocala

Project #2024040002 #31356 Parcel #12462-002-00
Rogers Engineering, LLC

A waiver (#31358) to the establishment of a County MSBU was DRC approved on 4/28/25 and BCC approved on 6/3/25.

LDC 2.16.1.B(8) - Division of Land
CODE states Agricultural lot splits outside of the Urban Growth Boundary.
APPLICANT requests to allow division of land pursuant to code.

Motion by Steven Cohoon to approve, seconded by Michael Savage
Motion carried 5-0

6.4. Drake Ranch, LLC - Rezoning to PUD With Concept Plan
fka: Drake Ranch Partnership
13210 SW Hwy 200 Dunnellon
Project #2017070067 #33323 Parcel #40866-000-00
Tillman & Associates

Motion by Chuck Varadin to approve with the conditions of having one driveway on SW Hwy 200 and a south bound left turn lane; paving or some type of covenant that allows for future development or improvements on the flag property to the southeast; documentation of any restrictions or limitations due to the water management conservation easements; connect to centralized water but doing a fire analysis to make sure there is capacity to meet the demand; centralized wastewater on site or connect to existing centralized sewer; screen and buffer around the boat and RV storage area if it stays on the property corner, seconded by Steven Cohoon
Motion carried 5-0

6.5. Headsprings, LLC - Waiver to Major Site Plan in Review
5495 NE 25th St Ocala
Project #2022070125 #32134 Parcel #24141-000-00
Davis Dinkins Engineering, P.A.

LDC 5.9.3.D - Silver Springs CRA Overlay
CODE states Determinations/Interpretations, Variances, Waivers, and Appeals (1) The Growth Services Director shall be responsible for determinations and interpretations of the requirements of this Section 2) Variances. The provisions of this Section are not eligible for, or subject to, obtaining a variance(s) as provided by Article 2, Division 9. (3) Waivers. The provisions of this Section are eligible for waiver(s) through the Development Review Committee as provided by Article 2, Division 10.
APPLICANT requests waiver to defer review of architectural standards to building plan submittal.

Motion by Chuck Varadin to approve deferring the review of approval of architectural details for compliance with the Silver Springs Community Redevelopment Area (CRA) architectural standards as part of the building permit, seconded by Michael Savage

Motion carried 5-0

LDC 2.18.1 Applicability
CODE states Improvement Plans shall be submitted for construction, including but not limited to public or private roads, road modifications, traffic signal installations/modifications, offsite road improvements, and other offsite linear type construction such as utility and stormwater installations. All public or private road improvements shall comply with this Code. Offsite improvements and traffic signal installations/modifications shall be submitted as a separate application.
APPLICANT request - allow construction of improvements within right-of-way as part of the Marion County site plan approval.

LDC 7.1.3. Construction specifications
CODE states Improvements in the right-of-way, drainage easements, utility easements, subdivisions, and other areas being developed shall be provided in accordance with the details provided herein, the approved plans, and the listed publications, codes, and specifications, as applicable. Construction of public facilities and infrastructure shall not be accepted for the public maintenance unless it conforms to the provisions herein.
APPLICANT request - allow construction of improvements within right-of-way as part of the Marion County Site plan approval.

Motion by Steven Cohoon to approve 2.18.1. and 7.1.3. contingent on making contact with the inspection team 48 hours prior to construction, seconded by Tony Cunningham
Motion carried 5-0

6.6. Plat Vacation #2967-002-008 - Plat Vacation
2012 SE 50th Ter Ocala
Project #2025090032 #33371 Parcel #2967-002-008
Heidi Villella POA

Motion by Chuck Varadin to rehear, seconded by Steven Cohoon
Motion carried 5-0

The applicant is requesting to vacate 4 feet of utility easement; in 1995 a garage was built on that portion. In the process of obtaining a clear title.

This item was heard at the 9/22/25 DRC Meeting. Staff have requested it come back to DRC to remove the condition of obtaining a variance.

Motion by Chuck Varadin to approve without the condition of the variance, seconded by Michael Savage
Motion carried 5-0

7. CONCEPTUAL REVIEW ITEMS: NONE

8. DISCUSSION ITEMS:

Mr. Varadin stated the P & Z discussion items going before the Board of County Commissioners does need to follow the Sunshine Law and remain part of the Development Review Committee meeting with the Building Official being excused so long as there is a quorum.

9. OTHER ITEMS:

Motion to adjourn by Tony Cunningham, seconded by Michael Savage
Motion Carried 5-0

10. ADJOURN: 10:01 AM

Michael Savage, Chairman

Attest:

Sandi Sapp
Development Review Coordinator

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21136 **Agenda Date:** 11/4/2025 **Agenda No.:** 14.4.2.

SUBJECT:
Historical Commission - June 9, July 14, and August 11, 2025

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

DESCRIPTION/BACKGROUND:
Historical Commission - June 9, July 14, and August 11, 2025.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
None, information only.

MARION COUNTY HISTORICAL COMMISSION
July 14, 2025

The meeting of the Marion County Historical Commission was called to order by President Dr. Richard Cardinali at 6:05 p.m. on Monday, July 14, 2025 at the Marion County Growth Services Building, 2710 E. Silver Springs Blvd, Ocala, FL 34471.

The Pledge of Allegiance was led by Dr. Cardinali.

Roll Call: Dr. Richard Cardinali, Judy Delk, Courtland Richards, Becky Long and Cynthia Wilson-Graham. Tom Schmitz was absent. A quorum was established.

GUESTS: Bill Nicoll.

PUBLIC COMMENT: None.

Minutes:
No June minutes were available.

Financial Report: Dr. Cardinali announced $10,000 will be the budget for the next fiscal year. Discussion of the expenses expected for historic markers, etc. Expected $1,500 for video histories. Flags are now approx. $2,400 per year. Motion by Dr. Cardinali, seconded by Mr. Richards, to accept the financial report as presented, all were in favor.

Old Business:
Items donated to the museum, for consideration. Dr. Cardinali moved, Mrs. Long seconded, and all were in favor of accepting the donations, for loan back to the Marion County Museum of History and Archaeology for research, display, and or storage as deemed necessary by the museum.

Regarding the proposed Newt Perry plaque, Mr. Richards reports Adam Sines is partnered with the nonprofit Heart of the Park, Inc. They held a fundraiser to renovate/improve the old American Legion Hall for the Ocala museum, which Mr. Richards attended. Their organization will pay for the Newt Perry plaque. A proposed Newt Perry Day is being planned for January 09, 26 (D. 2026 (Mr. Perry's birthday). Delee Perry will be loaning her memorabilia to the display, and Mr. Richards donated copies of the digital files to them also. Their museum is anticipated to open in 3+ months. Mr. Richards has given his invoice to Procurement, and copy to Becky ?Jane?.

Mrs. Wilson-Graham reports the Florida Council on History Education is meeting 07/25-26/2026 at the Mary Sue Rich Building.

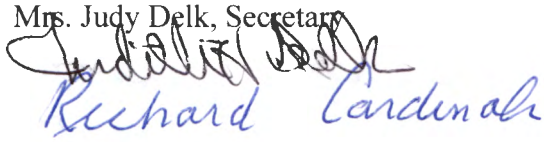
Regarding the Roosevelt Village/Camp Roosevelt marker, Mrs. Long reports talking to Jennifer Clark, and they're still awaiting approval by Florida Department of Environmental Protection.

Mrs. Delk reports the July 20, 2025 museum program will be "Medicine in the Civil War" presented by Dr. Joe Knetsch.

There being no further business, the meeting was adjourned. Next meeting is 08/11/25.

Adjourned at 6:35 p.m.

Respectfully submitted
Mrs. Judy Delk, Secretary



Dr. Richard Cardinali, President

Items for consideration by the Marion County Historical Commission at its July 14, 2025 meeting

1. Turnley, Gary, Collection – Donated Item
    a. Mortar and pestle owned by Dr. Thomas P. Gary, made of cherrywood, came through the blockade of Charleston during the Civil War.

    [Historical note: Dr. Gary served as mayor of Ocala, served as president of the Florida State Medical Society, founded the Ocala Health Department, was a member of the Florida State Board of Health, was president of the Marion County Board of Health]





MARION COUNTY HISTORICAL COMMISSION
August 11, 2025

The meeting of the Marion County Historical Commission was called to order by President Dr. Richard Cardinali at 6:00 p.m. on Monday, August 11, 2025 at the Marion County Growth Services Building, 2710 E. Silver Springs Blvd, Ocala, FL 34471.

Roll Call: Dr. Richard Cardinali, Courtland Richards, Becky Long and Cynthia Wilson-Graham. Judy Delk (ill) and Tom Schmitz absent. No quorum was established.

Next meeting is 09/08/25.

Respectfully submitted
Mrs. Judy Delk, Secretary

Dr. Richard Cardinali, President

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MARION COUNTY HISTORICAL COMMISSION
June 09, 2025

The meeting of the Marion County Historical Commission was called to order by President Dr. Richard Cardinali at 5:59 p.m. on Monday, June 9, 2025 at the Marion County Growth Services Building, 2710 E. Silver Springs Blvd, Ocala, FL 34471.

The Pledge of Allegiance was led by Dr. Cardinali.

Roll Call: Dr. Richard Cardinali, Judy Delk, Courtland Richards, Becky Long and Cynthia Wilson-Graham. Tom Schmitz was absent. A quorum was established.

GUESTS: Bill Nicoll and Aysia King.

PUBLIC COMMENT: None.

Minutes:
The March 10, 2025 minutes were presented. Motion to approve by Dr. Cardinali, seconded by Mr. Richards, and all were in favor.
The April 14, 2025 minutes were presented. Motion to approve by Dr. Cardinali, seconded by Mrs. Long, and all were in favor.
The May 12, 2025 minutes were presented. Motion to approve by Dr. Cardinali, seconded by Mr. Richards, and all were in favor.

Financial Report: Motion by Mrs. Delk, seconded by Dr. Cardinali, to accept the financial report as presented, all were in favor.

Old Business:
In honor of the two museum trustees/volunteers we recently lost, signs have been placed at the museum's libraries doors designating the genealogical research library in honor of Hoyalene P. Thomas; and the historical research library in honor of Pia T. Brown.

Regarding the proposed Newt Perry plaque, Mr. Richards reports Adam Sines is partnered with him. The old VFW Hall is being renovated into a museum of Ocala history. A proposed Newt Perry Day is being planned for January 06, 2026 (Mr. Perry's birthday). Mr. Richards planned to meet with Delee Perry in August, to further interview her.

Mrs. Wilson-Graham is researching the Santos community, has no further update on the marker.

Regarding the Roosevelt Village marker, Mrs. Long reports the marker must be approved by the Florida Department of Environmental Protection – and no answer back about "The Island."

Mrs. Long reports the veterans park is hosting a PTSD walk June 27, 2025 at 6:30 p.m.

Mrs. Delk reports the July 20, 2025 museum program will be "Medicine in the Civil War" presented by Dr. Joe Knetsch.

There being no further business, motion to adjourn the meeting by Mrs. Long, seconded y Mrs. Wilson-Graham, and all were in favor. Meeting was adjourned. Next meeting is 07/14/25.

Adjourned at 6:33 p.m.

Respectfully submitted
Mrs. Judy Delk, Secretary

Dr. Richard Cardinali, President

Items for consideration by the Marion County Historical Commission at its June 9, 2025 meeting

1. Matheson Museum of History – Donated Items
    a. Letter, with envelope, written by Goodwin Graham from France, where he had been serving in World War 1, to his parents in Anthony, Fla, dated Dec. 12, 1918
    b. Lions Club 1939 convention medal owned by Mrs. P. Spencer of Ocala
2. Spering, Kent, Collection – Donated Item
    a. 1961 Ocala High School yearbook
3. Hays, J. V., Collection – Donated Item
    a. Account book from Shady Hill Fuel Co., 1938-1939, owned by V. O. Hays, showing customers (some with addresses), business expenses and income, and salaries paid to workers; the fuel the business delivered was firewood

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21137 **Agenda Date:** 11/4/2025 **Agenda No.:** 14.4.3.

SUBJECT:
Local Mitigation Strategy Steering Committee - February 21, and October 16, 2024 and June 25, 2025

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

DESCRIPTION/BACKGROUND:
Local Mitigation Strategy Steering Committee - February 21, and October 16, 2024 and June 25, 2025.

BUDGET/IMPACT:
None.

RECOMMENDED ACTION:
None, information only.

MARION COUNTY, FLORIDA
LOCAL MITIGATION STRATEGY STEERING COMMITTEE MEETING

MINUTES
June 25, 2025

A public hearing of the Marion County Local Mitigation Strategy Committee was held on June 25, 2025 at 10:30 a.m. in the Marion County Growth Services Training Room, 2710 E. Silver Springs Boulevard, Ocala, Florida.

The meeting was called to order at 10:36 a.m. Members present creating a quorum were: MCSO Emergency Management – Erin Miller, Marion County BCC (Fire) - Ken McCann, City of Belleview - Bob Titterington, City of Ocala - Sean Lanier, Advent Hospital – Wanda Bowlin, City of Dunnellon - Ron Bray, Marion County School Board – Dennis McFatten, Ocala Marion County Association of Realtors – Darlene Younce.

Staff members present were: Growth Services Transportation Planner Kenneth Odom, Planner Sarah Wells and Staff Assistant Rebecca Brinkley.

Erin Miller led the Pledge of Allegiance.

It was noted by Rebecca Brinkley that the meeting met the Sunshine Law requirements and Posting of Notice can be found on the Marion County Website.

1. **ACTION ITEMS:**

1.1 ***2025 02-07 Application Support***

Clay Electric has submitted multiple applications and staff have rated each. Staff requests that the LMS Committee review and approve these applications.

Ken Odom opened the discussion regarding this item.

Wanda Bowlin, Advent Health, and Matthew Young, Clay Electric, presented their respective applications.

Erin Miller made a motion to accept the scoring of the applications. Motion was seconded by Sean Lanier. Motion passed unanimously (8-0).

1.2 ***Priority Project List***

Approval of the new applications will also require the placement within and approval of an updated Priority Project List.

Ken Odom opened the discussion regarding this item.

Committee Members voiced their recommendations and comments regarding the addition of the new applications and order of the Priority Project List.

Sean Lanier made a motion to append Advent Health 2025 01 to the bottom of the project list. Motion was seconded by Bob Titterington. Motion passed unanimously (8-0).

Sean Lanier made a motion to accept the order of the Priority Project List as discussed. Motion was seconded by Erin Miller. Motion passed unanimously (8-0).

2. DISCUSSION ITEMS:

2.1 *Five-Year Report Update*

To continue to be an effective representation of the jurisdiction's overall strategy for reducing risk to natural hazards, the updated local mitigation plan must reflect current conditions and progress in mitigation efforts. The Five-Year plan update is an opportunity to assess our previous goals and actions, evaluate progress in implementing the action plan, and adjust its actions to address current and potential situations. Staff has begun the process of updating the Five-Year Plan and will be discussing the upcoming tasks.

Ken Odom and Sarah Wells provided an update on the current language for the Five-Year Plan and upcoming tasks.

3. COMMENTS:

3.1 Steering Committee/Work Group Comments

- There was discussion about the difficulties in establishing a quorum for meetings. Ken Odom and staff will explore possible solutions and bring back to a future meeting.
- There was discussion about obtaining information for updated contacts for various positions on committee. Ken Odom and staff will work to update contact lists.
- There was discussion about the upcoming changes for FEMA.
- Ken Odom provided update on the new SECO laydown yard/staging facility on 475A.

3.2 Public Comments: There was no one in the audience to bring forward any public comments and the chair closed the public portion of the hearing.

4. OTHER BUSINESS:

Next scheduled quarterly meeting: Wednesday, July 25, 2025 at 10:00 AM in the Growth Service Building – Training Room

5. MINUTES:

MARION COUNTY, FLORIDA
LOCAL MITIGATION STRATEGY STEERING COMMITTEE MEETING

No meeting minutes were approved at this time.

ADJOURNED: The meeting adjourned at 11:29 AM.

Attest:

E Miller 10-15-25

Erin Miller, Chair Date

Rebecca Brinkley, Staff Assistant

MARION COUNTY, FLORIDA
LOCAL MITIGATION STRATEGY STEERING COMMITTEE MEETING

MINUTES
October 16, 2024

A public hearing of the Marion County Local Mitigation Strategy Committee was held on October 16, 2024 at 10:00am in the Marion County Growth Services Training Room, 2710 E. Silver Springs Boulevard, Ocala, Florida.

The meeting was called to order at 10:02 am. Members present were: MCSO Emergency Management Erin Miller, Marion County BCC – Marie Brooks, City of Ocala - Randy Hafin, City of Ocala – Wanda Bowlin, Advent Health – Sean Lanier, City of Ocala. Staff members present were: Growth Services Transportation Planner Kenneth Odom, Growth Services Director Chuck Varadin, and Staff Assistant Kelly Hill.

We did not have a quorum.

Erin Miller led the Pledge of Allegiance.

It was noted that the meeting met the Sunshine Law requirements and Posting of Notice can be found on the Marion County Website.

1. ACTION ITEMS:

1.1 Ocala Electric Utilities

Replace overhead electric utility lines with underground transmission lines around the two downtown hospitals. Ocala Electric Utilities (OEU) is in the process of submitting this application through the FDEM/FEMA Application Portal.

Randy Hahn with the City of Ocala discussed benefits of having underground powerlines in order to decrease interruptions in power to critical care customers including medical care, general surgery, Neonatal Intensive Care Unit (NICU) and other medical services provided by both downtown hospitals. Funding might not be available without a grant. Ken Odom added to the discussion regarding budget availability and splitting the project into phases. Ken Odom will check with other municipalities around the state to see how they have been able to navigate comparable projects and what kind of expenditures they are having

2. DISCUSSION ITEMS:

2.1 HMGP FY 2024 – 4th Quarter Overview

Ken Odom discussed water treatment plants and funding for two backup portable generators in the event power goes down.

MARION COUNTY, FLORIDA
LOCAL MITIGATION STRATEGY STEERING COMMITTEE MEETING

2.2 LMS Five-Year Update Process & 2023 FL Review Tool

East Central Florida Regional Planning Council (ECFRPC) has gotten more involved than in previous years. Their Resiliency Council has dedicated staff to work on the Five-Year Plan. We will also be extending outreach to the public for their involvement. There is a new requirement system that was established last year by FEMA, which includes a scoring system with new areas to be evaluated on when reports are being reviewed.

2.3 Ocala Electric Utilities

The City of Ocala Electric Utility (OEU) seeks funding to convert two electrical power distribution feeder circuits that are currently installed overhead and provide electric power to the Ocala Regional Medical Center hospital and Advent Health Ocala hospital. This project will convert the existing overhead electrical lines to underground lines, thus providing continuous underground electrical connections from the closest power substation to each of the hospitals. This will provide the most reliable electrical connection to both hospitals by eliminating the persistent vulnerability that these overhead lines have from wind and falling branches. Ken Odom to research comparable projects around the state to find out about funding and grants.

3. COMMENTS:

3.1 Steering Committee/Work Group Comments

3.2 Public Comments: There was no one in the audience to bring forward any public comments and the chair closed the public portion of the hearing.

4. OTHER BUSINESS: Next scheduled quarterly meeting: Wednesday, January 15, 2025 at 10:00 AM in the Growth Service Building – Training Room

5. MINUTES: November 01, 2023, February 24, 2024 and July 17, 2024 minutes were not adopted due to lack of quorum.

ADJOURNED: The meeting adjourned at 10:45 AM.

E Miller 10-15-25

Erin Miller, Chair Date

Attest:

Rebecca for

~~Kelly A. Hill~~, Staff Assistant IV

Rebecca Brinkley

MARION COUNTY, FLORIDA
LOCAL MITIGATION STRATEGY STEERING COMMITTEE MEETING

MINUTES
February 21, 2024

A public hearing of the Marion County Local Mitigation Strategy Committee was held on February 21, 2024 at 10:00am in the Marion County Growth Services Training Room, 2710 E. Silver Springs Boulevard, Ocala, Florida.

The meeting was called to order at 10:03 am. Members present creating a quorum were: MCSO Emergency Management Erin Miller, Marion County BCC - Fire Ken McCann, City of Ocala Lawrence Doerffel, Ocala Metro Chamber & Economic Partnership (CEP) Tamara Fleischhaker (10:06am), Ocala - Marion County Association of Realtors (OMCAR) Darlene Younce, Salvation Army Major Phillip Irish, HCA – Ocala Hospital Samuel Peppard and Marion County Citizen Marya Latson McMillan (10:18am). Staff members present were: Growth Services Transportation Planner Kenneth Odom, Planner II Marcus Lloyd and Staff Assistant Darlene A. Pocock.

Erin Miller led the Pledge of Allegiance.

It was noted that the meeting met the Sunshine Law requirements and Posting of Notice can be found on the Marion County Website.

Kenneth Odom introduced Planner Marcus Lloyd as one of our new staff members that the county will be bringing on as an LMS backup, to work on Resiliency Collaboratives and he will be another point-of-contact for this committee, outreach and other resources.

1. ACTION ITEMS:

1.1 Election of Chair/Vice-Chair

Annual nominations followed with Erin Miller nominated for Chairman by Larry Doerffel and Ken McCann to 2nd the motion. There were no other nominations and the motion to approve passed 8-0.

Nominations for the Vice Chairman position continued with Sean Lanier nominated by Larry Doerffel and Ken McCann to 2nd the motion. There were no other nominations and the motion to approve passed 8-0.

1.2 2021-02 Application Support

Marion County Fire Services recently was approved for the funding of a back-up generator for the Fires Services Command Center to the initial estimated amount of $121,738. Unfortunately, under revised estimates, that amount has risen significantly. Fire Services is requesting a letter of support from the LMS Committee for a modification to the original application. (Marion County Fire Marshal Ken McCann will address the committee.)

Kenneth Odom presented the project and corresponding documents to the committee for the record, explaining that this item is technically no longer on the priority projects list because it was funded. He continued that we are seeking an additional letter of support because it is necessary to have a revision put in due to the estimate increase for the project.

Mr. McCann stated that the initial project started back in 2021 at an estimate of $116k-$120k and was ready to go fully funded fall of 2023. The hard bid was received in January 2024 with a $120k-$225k cost. In consideration of post pandemic prices/inflation, and with support from his DEM contact, Mr. McCann has a letter drafted on behalf of the Fire Department and as project manager, asking for support of the increased funding. Once the letter is approved and signed by the LMS Chair, it will be resubmitted with the application process for reconsideration to provide additional funding for the departments.

Discussion continued stating that the same increases are being seen with the hospital's construction costs, the Real Estate market, with utilities and the need to place orders as far out as 18 months ahead.

Tamara Fleischhaker made a motion to **Approve.**
Marya Latson McMillan made the motion to second.

Motion to Approve - Passed 8-0

2. DISCUSSION ITEMS:

2.1 *2023 Annual Report*

Staff transmitted the 2023 Annual Report to the Florida Division of Emergency Management on January 17, 2024. The Marion County Local Mitigation Strategy was found to be compliant with FAC 27P-22.004. Staff will present a brief synopsis of the Annual Report.

Ken Odom presented slides and individual copies and included the following noted issues/items:

- Input needed regarding the Land Development Code (LDC) update using each area of direct specialty/expertise
- CEP will be directly involved
- Land Use Designations – Zoning areas to be modified – growing – areas of concern – influx of multi-family – Fire will directly be affected – Realtors affected – DEP, etc.
- Timeline – 6 weeks to initiate or as soon as April/May
- One of the next two meetings with this group
- Mr. Odom will bring information to comment/input
- Awareness – new bills, etc.

3. COMMENTS:

3.1 Steering Committee/Work Group Comments

Mr. Odom stated that due to staffing and scheduling constraints, the East Central Florida Regional Planning Council Resiliency Collaborative meetings have been attended virtually when available. Mr. Odom and Mr. Lloyd will pursue attending in Orlando, along with any other available members interested, and report back to the LMS.

MARION COUNTY, FLORIDA
LOCAL MITIGATION STRATEGY STEERING COMMITTEE MEETING

Updating Committee Alternate positions was discussed and candidate referrals are encouraged as to fill open positions.

3.2 **Public Comments:** There was no one in the audience to bring forward any public comments and the chair closed the public portion of the hearing.

4. **OTHER BUSINESS:** Next scheduled quarterly meeting: Wednesday, April 17, 2024 at 10:00 AM in the Growth Service Building – Training Room

5. **MINUTES:** No meeting minutes were available for approval at this time.

ADJOURNED: The meeting adjourned at 10:42 AM.

E Miller 10-15-25

Erin Miller, Chair Date

Attest:

for

~~Darlene~~ A. Pocock, Staff Assistant IV

Rebecca Brinkley

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21138 **Agenda Date:** 11/4/2025 **Agenda No.:** 14.4.4.

SUBJECT:
License Review Board September 9, 2025

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

DESCRIPTION/BACKGROUND:
License Review Board September 9, 2025.

BUDGET/IMPACT:
None.

RECOMMENDED ACTION:
None, information only.

Marion County
Board of County Commissioners
Building Safety ▪ Licensing
2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-438-2400
buildinglicensing@marionfl.org

Marion County License Review Board
Minutes
September 9, 2025

The monthly meeting of the Marion County License Review Board was held at the Growth Management Building, 2710 E. Silver Springs Blvd., Ocala, FL 34470.

James Duryea on behalf of the Chairman called the meeting to order at 5:30 pm. An official recording of the meeting was made by the Marion County Building Safety Department with BIS recording software.

1. ***INVOCATION***

2. ***PLEDGE OF ALLEGIANCE***

3. ***ROLL CALL***:
Board members present were: Lee Kitzmiller, Jeremiah Bennett, Fawn Singletary, James Duryea, Roger Sandor, Zachary Curry
Alternates– Charles Stokes, Alan O'Cull

Board members absent were: John Michael Gartner Jr.

Also attending: Antoinette Monticello, Marion County Board Secretary; Ryan Arbuckle, Marion County Supervisor of Licensing & Investigations, Valdoson Shealy, Assistant County Attorney for Marion County.

4. ***ADOPTION OF MINUTES FROM PREVIOUS MEETING:***

James Duryea moves to adopt August 12, 2025 minutes. Roger Sandor seconds. All in favor. The motion passed unanimously.

5. ***LICENSE REVIEW OF CONTRACTORS:***

Incoming Contractors through Letter of Reciprocity: None.

Applicants to take G.I.T.S Exam:

James Duryea moves to accept list of applicants for exam as presented on agenda. Roger Sandor seconds. All in favor. The motion passed unanimously

6. ***LIENS FOR UNLICENSED & LICENSED CONTRACTORS:***

James Duryea moves to accept list of liens to be issued as presented on agenda. Zachary Curry seconds. All in favor. The motion passed unanimously

7. ***OLD BUSINESS:*** None.

8. ***NEW BUSINESS:***

LRB 2025-6 Brenda Wilson v. Micah Joseph Ray / CG Consulting and Design Inc

Ryan Arbuckle, Supervisor of Licensing & Investigations for Marion County Building Department, present and advises Board that contractor was not properly noticed and request the case be postponed to the next regular License Review Board Hearing.

James Duryea moves to postpone case to the next regular meeting for notice of the contractor. Roger Sandor seconds the motion. All in favor.

This case will be scheduled on the next regular meeting date, October 14, 2025 @ 5:30 p.m.

9. ***OTHER BUSINESS:***

Election of Officers – Charles Stokes motions to keep the Elected Officers Lee Kitzmiller-Chairman and Jeremiah Bennett – Vice Chairman. Alan O'Cull seconds the motion. All in favor.

Lee Kitzmiller will remain Chairman of the Board. Jeremiah Bennet will remain Vice Chairman of the Board.

The meeting adjourned at approx. 5:36 PM.

The next scheduled meeting will be Tuesday, October 14, 2025 at 5:30 PM.

10. ***NOTATION FOR RECORD:*** None.

11. ***PUBLIC COMMENT:*** None.

Respectfully submitted,

Lee Kitzmiller / Chair

Antoinette Monticello / Secretary

cc: Marion County Board of County Commissioners - Assistant County Attorney
Marion County Board of County Commissioners Record Clerk

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21140 **Agenda Date:** 11/4/2025 **Agenda No.:** 14.4.5.

SUBJECT:
Tourist Development Council September 25, 2025

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

DESCRIPTION/BACKGROUND:
Tourist Development Council September 25, 2025.

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, September 25, 2025

9:00 a.m.

The regularly scheduled meeting for the Tourist Development Council was held both in person and via Teams.

Mr. Rus Adams 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. Please note the published agenda had a scrivener's error noting the start time as 8am however all communications and Sunshine Notices have the correct time of 9am.

Roll Call

Present:

Rus Adams, Commissioner Carl Zalak, Danny Gaekwad, Councilmember Barry Mansfield, Christopher Fernandez (arrived at 9:01am)

Staff:

Loretta Shaffer, Sky Wheeler, DeeDee Busbee, Bryan Day, Corry Locke, Heidi Villagomez, Candace Shelton, Coleen Robinson

Guests:

Dana Olesky, Chief Assistant County Attorney; Isiah Lewis, Downs & St. Germain Research; Mohamed Mohsen, College of Central Florida; Shelley Page, World Equestrian Center; Jeff Haungs, R&L Carriers; Tom Hern, World Equestrian Center; Austin C; Tammy McCann, Marion County Tax Collector's Office; Sarah Thacker, World Equestrian Center; Olivia Hoblit, World Equestrian Center; Rob Balmes, Ocala Marion Transportation Planning Organization; Paresh Chhotu, Holiday Garden Inn; Amy Agricola, Engel & Völkers Ocala; Evelyn Morales, Hampton Inn & Suites Ocala; Jim Hilty, City of Ocala Councilmember.

Notice of Publication

Notice was published on the County Website on January 29, 2025 and subsequently updated to include Teams information on March 13, 2025.

Approval of Minutes

A motion was made by Councilmember Barry Mansfield, seconded by Danny Gaekwad, to adopt the minutes from the August 20, 2025 Tourist Development Council Meeting as presented. The motion was unanimously approved by the council (5-0).

Acknowledgment of Financials – August 2025

A motion was made by Commissioner Carl Zalak, seconded by Councilmember Barry Mansfield, to review and approve August 2025 Financials. The motion was unanimously approved by the council (5-0).

Report from Chair

Introduction of Incoming TDC Member, Bobby Walker

Mr. Rus Adams advised he would not be introducing Mr. Bobby Walker as he was not present for the meeting due to illness.

Resignation of TDC Member, Jason Reynolds

Mr. Rus Adams announced that Mr. Jason Reynolds submitted his resignation from the TDC effective September 22, 2025. He advised the council that copies of Mr. Reynold's resignation letter had been provided and were at each council member's seat for them to read. Mr. Adams noted that this was a significant loss for the Council but that efforts to solicit applicants to fill the vacancy were already being made.

Mr. Danny Gaekwad inquired about the application timeline.

Ms. Loretta Shaffer advised that the current vacancy missed the October solicitation deadline so it would be included in the following solicitation which was anticipated to be in two weeks or early November.

Commissioner Carl Zalak asked whether stakeholders were directly notified of the opening and solicitation efforts.

Ms. Shaffer explained that those efforts are coordinated through the Commission Office by Gennifer Medina, Executive Assistant to the BCC and Jennifer Clark, Executive Assistant to the BCC. She noted that while staff does not solicit for the seat, individuals often show interest and come forward independently, but staff could notify stakeholders if that was the Council's preference.

Commissioner Zalak suggested an email be sent to stakeholders advising that an open seat was available. He asked for confirmation that the available seat would be a partner seat.

Ms. Shaffer clarified that it would be an accommodator's seat.

Commissioner Zalak noted that he receives several inquires regarding vacancies with the council

but is often unsure of the availability of positions.

Council members expressed consensus that broader outreach would be beneficial.

Mr. Rus Adams suggested that the vacancy be published to the Ocala/Marion County Visitor's and Convention Bureau website.

Ms. Sky Wheeler cautioned that the bureau's website is visitor facing and may not be the appropriate outlet for publishing the vacancy but advised staff would be able to work with Marion County's public relations team to identify the proper channel.

Mr. Rus Adams inquired about how applicants would be selected.

Commissioner Zalak confirmed that all applicants would be submitted to the Board of County Commissioners for selection.

Mr. Gaekwad emphasized the importance of including qualified stakeholders, noting the value the applicants bring to the Council and the value the Council brings to the applicants.

Ms. Shaffer concluded by noting that all applications remain active in the queue for one year, allowing interested parties to be considered for future vacancies should additional seats open.

Visit Florida Flagler Awards

Mr. Rus Adams transitioned to the presentation of the Visit Florida Flagler Awards. Mr. Adams reported that on August 29, 2025, as part of the annual Florida Governor's Conference on Tourism, VISIT FLORIDA awarded its Flagler Awards for excellence in tourism marketing. The Ocala/Marion County Visitors and Convention Bureau was awarded the Silver Award Flagler for its tradeshow booth in the Resource/Promotional Material - Trade Category; and the Bronze Award Flagler for its Orlando Moving Billboard Campaign in the Out of Home Category. Mr. Adams emphasized that these projects were completed in house by staff rather than an external agency and commended the team for their outstanding work.

Mr. Danny Gaekwad congratulated staff and led members in recognizing their achievements.

Ms. Sky Wheeler added that Ms. Heidi Villagomez developed and executed the campaign for the Orlando Moving Billboard Campaign which was the Carvertise that the board had previously been notified of using wrapped vehicles in the Orlando market while Ms. Jessica Heller developed and executed the tradeshow booth that was used for Florida Huddle/Encounter in February.

Following recognition of the awards, Mr. Adams introduced Ms. Tammy McCann to provide a presentation on tax collections.

Brief discussion ensued regarding the newly launched *Floridays* initiative.

Presentation: Short Term Rental Compliance Update, Deputy Tax Collector, Tammy McCann

Ms. Tammy McCann advised she would be providing a brief update to the council noting that she planned to provide a longer presentation indicating changes from the beginning of the year for the fiscal year end at the next meeting in October. She reported that from August to yesterday,

twenty one new accounts were added however, there were a total of 1,269 accounts registered which included both hotels and short term rentals. Ms. McCann advised that the Tax Collector's Office was identifying most short-term rentals, getting them registered with a few new accounts expected to come online in the coming months, including one that was scheduled to begin in January due to ongoing renovations at the property. She noted that financials had increased significantly but added that seasonal fluctuations are to be expected with the fall, winter, and spring periods representing peak rental activity, while summer typically sees fewer rentals due to heat.

Ms. McCann outlined the compliance letter process that includes three letters. The first letter notifies property owners that they were identified as short term rentals through rental platforms and of their obligation to comply with Marion County ordinance. She noted that property owners are typically unresponsive to the first letter. The second letter provides a ten day deadline to contact the Marion County Tax Collectors Office. The third letter warns of legal consequences including the potential for misdemeanor charges, penalties and fines which often prompts compliance due to the fear of legal consequences. Ms. McCann invited the Council to review the letters and share any modifications with Ms. Sky Wheeler and Ms. Loretta Shaffer, further advising that she would be happy to include any suggested edits.

Mr. Gaekwad asked why the process takes such a long time and inquired at to if the length of time was mandated by law.

Ms. McCann explained that the timeline allows thirty days for the first letter, ten days for the second letter and two days before the final letter is sent, amounting to approximately two months which is standard practice.

Commissioner Carl Zalak noted that this approach was much more efficient than in the past at bringing properties into compliance which previously took several years.

Mr. Rus Adams inquired how many new properties are typically identified in a given month compared to how many ultimately register.

Ms. McCann noted she would research this using her spreadsheets which show how many letters are sent out by comparing those numbers with the number of properties that register with the Tax Collector and provide and answer during the next month's presentation.

Mr. Gaekwad inquired about who the largest rental operator in Marion County is on Airbnb, further asking who the top three accounts were.

Commissioner Zalak inquired to Ms.McCann as to whether she was allowed to provide the Council with the information requested by Mr. Gaekwad.

Ms.McCann explained that she is prohibited for disclosing the requested information under the RISE Agreement.

Mr. Gaekwad asked if there was an alternative means for obtaining the requested information.

Ms. McCann advised that there was no way of obtaining the requested information.

Ms. Sky Wheeler clarified that Ms. McCann was allowed to know the information but that the Council was not.

Mr. Gaekwad expressed concern that hotels and campgrounds are publicly identifiable as tax remitters, whereas short-term rental operators remain anonymous.

Ms. Dana Olesk clarified that the confidentiality restrictions apply equally to all types of accommodations, including hotels under the RISE Agreement and does not differentiate between individually owned and operated properties on platforms such as Airbnb and traditional hotel lodging. She noted that the only information that may be verified is whether an operator is registered, not their identity or tax payment amounts.

Mr. Gaekwad stated that the matter needed to be looked at further as there needed to be a method for obtaining the information.

Commissioner Zalak recommended working with state representatives to review the applicable statutes and determine if language could be amended to provide greater transparency.

Mr. Gaekwad advised that Florida State Representative Ryan Chamberlin would be attending a meeting at one of his hotels later that day and he would inquire about the matter. He further advised that he is participating in fundraising for Florida State Representative Richard Gentry and it was imperative that the short term rental operators not be shielded by the RISE Agreement. He further clarified that he was not inquiring as to how much tax is being collected from properties but wanted to identify who those operators are.

Commissioner Zalak offered to coordinate with staff to provide Mr. Gaekwad with the appropriate language needed to ask for legislative language.

Mr. Gaekwad agreed to pursue this matter further

Ms. McCann reiterated that under the RISE Agreement, she is bound by confidentiality and cannot release names or identifying information of short-term rental operators.

Mr. Danny Gaekwad asked for further clarification on what the RISE Agreement is.

Ms. Tammy McCann explained that the RISE Agreement allows for information sharing between the Tax Collectors Office and the Department of Revenue.

Ms. Loretta Shaffer asked whether this prohibition also applies to staff access.

Ms. McCann confirmed that it does.

Ms. Olesky further explained that the Department of Revenue collects taxes and the Tax Collectors Office acts as a conduit for the Department of Revenue therefore the Tax Collectors office is required to sign the RISE Agreement requiring them to adhere to the same confidentiality standards.

Mr. Gaekwad shared background information regarding his previous legal actions against the State of Florida during Governor Rick Scott's administration concerning agreements between Airbnb and the State of Florida. He explained that at that time Airbnb was provided a notice

indicating that they would be able to remit tax payments at their convenience in a manner that was not equitable with how traditional lodging operators were required to remit tax payments which prompted him to file suit. Mr. Gaekwad advised that as a result of his suit the State of Florida made changes to the agreement with Airbnb which allowed for more transparency but that there were still issues particularly when hotels are required to remit taxes openly under their business names while individual short-term rental operators remain confidential. Mr. Gaekwad emphasized that he was not requesting financial details but argued that, at minimum, the names and addresses of operators should be publicly available, similar to hotel and campground operators.

Ms. Tammy McCann stated that she would follow up with the Department of Revenue to confirm what information may legally be shared. She also committed to providing the Council with excerpts from the RISE Agreement that specify what information can be shared with the Council so that all members would have a better understanding.

Mr. Rus Adams called for additional questions directly related to Ms. McCann's presentation.

Mr. Christopher Fernandez inquired about the expectation for back taxes when short-term rental operators are discovered to be out of compliance, asking whether the County seeks payment retroactively to the start of their rental activity.

Ms. Tammy McCann responded that while the Tax Collector's Office has the authority to pursue back taxes, under the direction of Mr. George Albright the office has taken the position of moving forward rather than retroactively assessing. She explained that many operators are small business owners, and the goal has been to bring them into compliance once identified.

Danny Gaekwad out 9:24am

Ms. McCann added that registered operators who fail to make a payment, even of zero dollars are assessed penalties under Florida State Statute noting that the penalties imposed by Marion County are much lower than those imposed by the Department of Revenue. She further explained that the Tax Collectors Office is working collaboratively with customers to bring them to compliance as they have been misinformed by platforms such as Airbnb and VRBO, believing that all taxes are automatically remitted on their behalf. She emphasized that this misinformation does not excuse renters' failure to comply as the tax obligations are clearly outlined on the Marion County Tax Collector's website. She noted that many short-term rental operators are older individuals renting secondary properties, and that the Tax Collector's Office works with them to provide education and assistance in coming into compliance. While the Tax Collector has aimed to be lenient, Ms. McCann stated that penalties and interest are applied when property owners neglect to remit taxes altogether.

TPO 2050 Plan Presentation, Rob Balmes

Mr. Rus Adams introduced Mr. Rob Balmes to provide a presentation of the TPO plan.

Mr. Balmes advised he would be presenting on two projects the TPO has been working on for over a year.

Danny Gaekwad in 9:26am

Mr. Balmes noted that the TPO has been working collectively with various partners including TPO board members advising that TDC councilmember Commissioner Carl Zalak is the TPO board's chairman and TDC councilmember Councilman Barry Mansfield is also a member of the TPO board. He also introduced Councilman James Hilty who was present at the meeting. He expressed his appreciation for the collaboration and support from with Ms. Loretta Shaffer and her staff as part of the TPO technical advisory committee and Mr. Christopher Fernandez who is involved in the steering committee for the active transportation plan. Mr. Balmes announced two major projects being released to the public. The Active Transportation Plan is focused on bicycling, walking, trails, and the greenway system. The plan will be available for public comment beginning September 26, 2025, and open for review through October. The Long-Range Transportation Plan is comprehensive framework for all modes of transportation and the development of the County's transportation network over the next 25 years including sales tax projects, federal and state funded projects. Mr. Balmes stated that an in-person public open house will be held on Tuesday, September 30, 2025, from 4:00–6:30 p.m. at the Mary Sue Rich Community Center, providing an opportunity for citizens to review maps and provide input. He added that the documents will also be available on the TPO website. A public hearing on the Long-Range Transportation Plan will be held at the October 28, 2025 TPO Board meeting, with the plan scheduled for adoption in November. The Active Transportation Plan will also be presented to the TPO Board in October for approval. Mr. Balmes encouraged Council members to share the information and documents with colleagues, neighbors, and stakeholders and invited questions.

Commissioner Carl Zalak commended Mr. Rob Balmes and the TPO team for their work, noting that significant time and financial resources have been invested in developing long-range transportation solutions. He discussed several transportation issues faced in Marion County particularly congestion at I-75 crossings, where limited access points create bottlenecks. Commissioner Zalak advised that the TPO board was exploring various solutions to include adding a beltway, additional capacity to State Road 200, and other improvements over the next 20–30 years. Commissioner Zalak updated the Council on various key projects that will impact the community. CR 484 would not be complete for a significant period of time due to construction on I-75. 66th Street crossing I-75 is still one lane but is scheduled for demolition which will significantly impact traffic. FDOT is working to ensure the opening of 49th Street; behind Heath Brook and Epic Theatres, before demolition begins to provide an alternate route. Reconstruction is expected to take 8–9 months, and there are ongoing discussions with FDOT about expanding the bridge from two to four lanes using insurance money and other funds.

Mr. Gaekwad noted that there is significant congestion along CR 475A, resulting in delays of 15-20 minutes. He expressed appreciation for the ongoing improvements.

Commissioner Zalak advised the TPO is making changes to add capacity to those routes. He continued with updates on ongoing projects advising that delays have occurred with projects on CR 484 due to engineering issues resulting in redesigns and cost increases.

Mr. Rus Adams inquired about when the project on I-75 would begin.

Commissioner Carl Zalak advised that the project has started with design elements. He stated that awards would be presented in the near future and deferred to Mr. Angel Roussel to confirm if the 49th Street Interchange had been awarded.

Mr. Roussel advised that he was unsure of the project details but would research the information and provide an update to the Council in the future.

Mr. Adams then inquired about projects occurring on SW 80th Avenue.

Commissioner Zalak advised a major reconstruction project extending from SR 200 past the World Equestrian Center is underway. The state is expected to award contracts to connect 49th Street to 225A/80th Avenue. He added that over $100 million in transportation projects are scheduled to begin by the end of the year and into early 2026.

Mr. Gaekwad inquired about construction occurring on the Florida Turnpike and extensions at Wildwood.

Commissioner Zalak advised that FDOT previously considered extending the Florida Turnpike to connect with Veterans Expressway. While that project has not moved forward, it may be reconsidered in the future.

Mr. Rus Adams called for additional questions. No additional questions were raised.

Funding Requests

Mr. Rus Adams introduced the funding request agenda item noting that multiple related funding requests were on the agenda. He recommended that the requests be presented as three grouped packages: Joseph Volleyball Camps (JVC), Horse Shows in the Sun (HITS) and World Equestrian Center (WEC). Each package would be discussed and voted on collectively. He inquired as to any objections to the recommendation.

Mr. Danny Gaekwad voiced no objections.

Councilmembers agreed to proceed with the grouped presentation format.

Ms. Sky Wheeler inquired whether members preferred to review the funding allocations using the consolidated funding allocations sheet or by individual request.

Mr. Adams stated his preference for the consolidated FY 2025–2026 Room Night Generating Event Funding Allocations sheet, noting that members had both printed and digital copies available. Mr. Adams then turned the presentation over to Mr. Corry Locke.

Mr. Locke reported that there would be 16 funding requests, totaling $139,985, representing 46% of the FY 2025–2026 funding budget of $300,000. He noted that 15 of the events are scheduled in the first quarter, with one additional event in April. Under the program guidelines, reimbursement for the first quarter is based on $5 per verified room night.

JVC First in Show (Room Night Generating) (Requested Funding - $10,000)

JVC Winner's Circle (Room Night Generating) (Requested Funding - $25,000)

Mr. Locke presented two funding requests for JVC Volleyball. He advised that details about the funding requests began on page 81 of the meeting agenda packet.

He first presented on the JVC First in Show Tournament scheduled for January 17th-19th, 2026 at World Equestrian Center. JVC has requested the maximum eligible award amount of $10,000 and they anticipate generating 2,000 room nights for the event. The total economic impact for the event is estimated to be just over 3.5 million dollars with a 775% ROI. The intended use of funds for the event were officials, volleyball court rentals, equipment rentals and shipping of volleyball courts. The event has been held in Ocala for four years and has become a staple event. Mr. Locke advised the event has grown to occupy both Expo Centers at World Equestrian Center where it initially only occupied one. The event anticipates over 220 teams. He then called for any questions regarding the funding request.

Mr. Gaekwad asked about the event days.

Mr. Locke confirmed the tournament would be held January 17-26, 2026, MLK weekend.

Mr. Corry Locke then presented the funding request for the JVC Nike Winner's Circle Volleyball Tournament scheduled for April 11-12, 2026, this two day event is eligible for $10 per room night since it is scheduled to occur in the second quarter. JVC requested the maximum award of $25,000. The event anticipates to generate just over 3.1 million dollars which is a 204% ROI. In order to earn the maximum funding of $25,000 the event has guaranteed 2,500 room nights. The intended use of funds is officials, volleyball courts and equipment rentals. The tournament expects 130 teams.

Mr. Rus Adams asked that a motion be entertained if there were no questions about the funding requests presented.

Mr. Gaekwad referenced a funding model based on 'heat mapping' where the Council would not approved funding during busy months.

Mr. Adams clarified that when the funding programs were revised there was a change made to the reimbursement caps with Quarter 1 offering the lowest reimbursement. He noted that this meeting would be the first time the Council had received funding requests since the funding program was revised.

Ms. Loretta Shaffer added that the Room Night Generating Funding Program is the only funding program offered by the Ocala/Marion County Visitors and Convention Bureau that offers funding during the first quarter of the year.

Commissioner Zalak further noted that the cap adjustments were made to encourage events during slower periods.

Mr. Christopher Fernandez shared his appreciation for Mr. Locke's highlighting of the event quarter in the meeting materials.

With no further discussion, Mr. Adams requested a motion.

Ms. Dana Olesky advised the Council that a roll call vote does not need to be done for each

individual funding request although she recommended that the Council continues with the roll call vote for the meeting to accommodate Samantha Solomon's (Meeting Clerk) script for the meeting.

A motion was made by Councilmember Barry Mansfield, seconded by Christopher Fernandez, to approve funding for JVC First in Show and JVC Winner's Circle for recommendation to the Marion County Board of County Commissioners as presented. The motion was unanimously approved by the council (5-0).

HITS Post Time Farm Premier I and HITS Post Time Farm Premier II

HITS Ocala Winter Circuit Weeks I-III

Mr. Corry Locke transitioned to presenting two funding requests for HITS. He advised the funding first funding request started on page 89 of the meeting agenda packet and the second request started on page 141.

Mr. Gaekwad inquired as to how many requests HITS had made and what the total of the requests were.

Mr. Locke reiterated that two funding requests were made by HITS for a total of $20,000 at $10,000 per request.

Mr. Gaekwad noted that he saw several funding requests in the agenda packet previously.

Mr. Locke clarified that that twelve funding requests for World Equestrian Center would be presented later in the meeting but HITS only had two funding requests. Mr. Locke first presented the HITS Post Time Premier I and II scheduled to occur December 31st to January 12, 2026 at HITS Post Time Farm. HITS has requested the maximum award amount of $10,000 and anticipates 2,000 room nights. The anticipated economic impact for the event is just over two million dollars with a ROI of 431%. Funding would be used for judges, officials, equipment rentals, course designers and promotional expenses.

Mr. Gaekwad asked how staff determined which quarter the event would be assigned to as it begins on December 31st.

Mr. Locke advised that majority of the event occurs in the first quarter thus funding is provided at $5 per room night.

Commissioner Zalak stated that he recognized Mr. Gaekwad had some concerns however, he recommended that the Council continue funding events under the current program structure for this year. He suggested that the Council revisit the program structure again in the fall to evaluate whether adjustments were needed, particularly regarding the distribution of funds across quarters. He emphasized that applicants relied on the published guidelines when submitting their requests, and it would not be fair to alter the rules mid-cycle. He suggested that if additional funding is required, budget transfers could be considered at that time, and longer-term strategies might include further incentivizing summer events.

Mr. Gaekwad expressed his preference to discuss changes to the program during the current

meeting.

Commissioner Zalak responded that the timing of the discussion could be flexible, but reiterated his immediate concern was ensuring sufficient funding to cover approved events under the existing budget before re-evaluating how the program is structured.

Mr. Danny Gaekwad inquired about the application deadline for first quarter events.

Mr. Corry Locke clarified that the deadline is 120 days prior to the event, and confirmed that the applications before the Council had met that requirement.

Mr. Gaekwad asked if events submitted within 119 days would be disqualified.

Mr. Locke confirmed they would.

Mr. Rus Adams noted that the first quarter covers a 90-day window, so events scheduled later in the quarter could still apply.

Mr. Locke added that March and late February events could still qualify.

Mr. Gaekwad remarked that early January is traditionally a slow period for accommodations, based on his experience as a local hotelier. He commended HITS for scheduling events beginning December 31st, which he felt helped generate activity during a slow time of year. He further encouraged HITS to consider scheduling even earlier in the season.

Commissioner Carl Zalak asked if the funding motions could be made collectively.

Mr. Danny Gaekwad responded that only two motions would be made.

Ms. Dana Olesky clarified that the Council would consider motions in three groups one for the two JVC requests, one for the two HITS requests and one for the twelve WEC requests.

Mr. Rus Adams confirmed that the JVC items had been presented and asked Mr. Corry Locke to proceed with the second HITS request.

Mr. Locke presented the second funding request for HITS, the HITS Ocala Winter Circuit, Weeks I – III scheduled for January 14 – February 1, 2026. HITS requested the maximum award eligible of $10,000. The estimated economic impact for the event is just over 3.1 million dollars with a 641% ROI. The event is anticipated to generate 2,000 room nights in order to achieve the requested funding amount of $10,000 at a reimbursement rate of $5 per room night. The intended use of funds are judges, officials, equipment rentals, course designers and promotional expenses.

Mr. Locke asked if there were any questions. None were raised.

A motion was made by Danny Gaekwad, seconded by Commissioner Carl Zalak, to approve funding for HITS Post Time Farm Premier I & II and HITS Ocala Winter Circuit Weeks I-IIII for recommendation to the Marion County Board of County Commissioners as presented. The motion was unanimously approved by the council (5-0).

WEC Winter Series Weeks 1-12

Mr. Corry Locke presented the funding requests submitted by World Equestrian Center (WEC) for its twelve week Winter Series. Each week was submitted as an individual event for a total of $105,015. Each week's request varied with six of the weeks requested at $10,000 those were weeks 6,7,8,10,11 and 12 while the remaining weeks were for various amounts less than $10,000. Mr. Locke noted that there were questions raised regarding competitors for the event for which WEC provided the following information: 'each week attracts 100-850 departing competitors and 390-780 new or incoming competitors. Our competitor demographic come from all 50 states as well as a large worldwide presence. In 2025 we hosted competitors from 17 countries (outside the USA). Breakdown of our international riders, 40% are from Canada, 30% are from South America and the last 30% are from Europe and other parts of the world.' Mr. Locke also advised that representatives from WEC were present to provide clarification or answer specific questions.

Commissioner Carl Zalak asked whether the request represented one continuous event or twelve distinct events.

Mr. Danny Gaekwad and Mr. Rus Adams also requested clarification directly from the applicant.

Ms. Sarah Thacker, Director of Sales for WEC explained that while the series runs consecutively, it operates on a rolling basis, with competitors selecting specific weeks to attend based on the classes and divisions in which they wish to compete. For example, a rider may choose to participate in Week 5 rather than Week 1, depending on the level of competition scheduled for that period. She compared this structure to athletic divisions (e.g., JV, Division I, Division II), emphasizing that each week draws different competitors based on qualifying opportunities and competition schedules. Ms. Thacker further highlighted that the competitor counts provided in the application represent athletes only and do not account for accompanying family members, spouses, or spectators. She stressed that the total number of individuals traveling to Marion County during the series is therefore much greater, with significant economic contributions extending beyond the competitors themselves. Ms. Thacker invited her colleagues Olivia Hoblit, Shelley Page and Tom Hern to provide additional clarification if needed.

Mr. Tom Hern affirmed Ms. Thacker's explanation.

Commissioner Zalak expressed appreciation for the clarification, noting the importance of understanding the structure and nuances of equestrian competitions when evaluating funding requests as it can be difficult to understand if one is not directly involved in that sector. He confirmed that the competition was divided into separate events as there are different classes and events within the twelve-week series.

Ms. Thacker noted that while WEC could have requested funding for the overall twelve week series they felt it imperative to educate the community and Council about each week and the impact they bring. She added that participants begin coming to town as early as December to attend the event. Ms. Thacker further noted that WEC's lodging facilities including its hotels, RV spaces, and Home Away from Home units are heavily utilized during the series, but many competitors and their families also stay in off-site accommodations such as VRBO rentals, contributing to broader community lodging demand.

Mr. Danny Gaekwad commended WEC for their efforts in coordinating the event describing it as

"mind blowing". He asked for clarification regarding the "Home Away from Home" units, inquiring whether these were comparable to Airbnb rentals and how many units were available.

Ms. Olivia Hoblit advised that WEC maintains approximately 95 Home Away from Home units, all configured as three bedroom units along with Crownwood which is configured as two and three bedroom units.

Mr. Gaekwad inquired as to how many units total were available.

Commissioner Zalak confirmed that during the original approval process, the total number units was approximately 100 modular homes located along Highway 40.

Mr. Gaekwad further noted that he observed that WEC also has large apartment and inquired if those apartments were included in the Home Away from Home property.

Ms. Hoblit clarified that WEC does not operate apartments, but does operate Crownwood.

Mr. Gaekwad asked for further information on the Crownwood property.

Ms. Hoblit added that Crownwood operates as individual townhomes grouped in fours located along Highway 27, comprised of approximately 30 units ranging from two to three bedrooms that are rented on a weekly or monthly basis.

Mr. Gaekwad confirmed that Crownwood included 30 units that were separate from the 100 units included in the Home Away from Home property, totaling 130 units. He asked if WEC had any other properties.

Ms. Sarah Thacker added that the majority of Crownwood residences are used to house WEC employees during the Winter Show Series. She explained that this practice is intentional, as WEC prioritizes providing accommodations for staff members working the 12-week event.

Mr. Gaekwad noted that prospective visitors occasionally contact him about renting WEC properties and indicated he would refer such inquiries directly to WEC's lodging team.

Ms. Sarah Thacker expressed appreciation for the opportunity to present at the TDC meeting and emphasized WEC's desire to improve communication with the broader community which also reflects feedback she received during a recent site visit with Staff. She added that it was important to be able to explain WEC's operations as equestrian competition can sometimes be difficult to understand for those outside of the industry. She further emphasized the importance of communicating with the TDC about operations at WEC as it is a mutually beneficial relationship. She added that while some may perceive WEC as not needing financial support, funding requests are strategically reinvested into the property to enhance the overall guest experience, which in turn benefits Marion County's tourism economy. She concluded by acknowledging that WEC is a business entity, not a charitable organization.

Mr. Rus Adams noted that he was initially unclear about what differentiated the individual weeks and requested that in future the weeks be clearly identified based on the type or level of competition, for example rather than naming the event 'Week 1' to name the event 'Week 1 – Hunter Jumper'. He explained that this would act as an educational process for the Council but

also provide additional transparency for public records associated with the requests. He added that the Council wants to avoid the perception of duplicating grants for the same event and better understand the distinct impact of each week.

Ms. Sarah Thacker responded that WEC could certainly accommodate that request and welcomed the feedback. She noted that this first year of applications involved some growing pains and commended Ms. Shelley Page for working diligently on the submissions. Ms. Thacker assured the Council that future requests could be labeled more clearly to reflect the specific type of competition each week represents.

Mr. Danny Gaekwad agreed and stated that the Council requires specific and detailed requests where the difference between each request is clear as he wanted to avoid the possibility of an event being able to obtain multiple grants for a singular event.

Commissioner Zalak noted that the event descriptions already contain much of this detail but suggested labeling each one by its feature competition for example CS13 and CSIU25.

Ms. Thacker confirmed that the information was included in the details and reiterated that WEC can provide clearer weekly labels moving forward, such as "Hunter Week," "Jumper Week," or "Qualifier Week," to assist both Council members and the public in understanding the distinctions.

Commissioner Zalak asked for clarification as to the difference between the various levels such as CS13, CSIU25 and CS14.

Ms. Sarah Thacker deferred to Ms. Shelley Page for an explanation.

Mr. Tom Hern explained that he would be able to provide better insight. He explained that each week featured different classes or disciplines. He explained that looking at week 1 of the series it includes both Quarter Horse National Show competitions and Hunter/Jumper competitions occurring simultaneously, thereby drawing a broader range of participants and spectators. In subsequent weeks, the focus may shift to a single discipline, such as Hunter/Jumper, or an internationally rated Fédération Equestre Internationale (FEI) competition. He further clarified that the designations for example CSI3, CSI U25 refer to competition categories and levels of prize money offered. Mr. Hern concluded by stating that each week does have a distinctly different feature and WEC would be ale to provide a more clear breakdown in future applications.

Ms. Sarah Thacker emphasized that the funding applications could benefit from including more detailed descriptions of each week's featured competitions.

Mr. Rus Adams encouraged simplifying the terminology where possible.

Ms. Thacker acknowledged that she herself has become more familiar with the competition categories through the process of reviewing the applications and working with her colleagues.

Commissioner Zalak added that while the existing descriptions are informative, that labeling each week with clear identifiers related to the competition levels would be helpful in educating the Council. He compared the structure of the events to college athletics, noting that some weeks represent qualifying rounds while others are equivalent to championship games.

Ms. Thacker agreed, noting that such clarity would also help local accommodators and tourism partners prepare for peak weekends, ensuring hotels, advertising, and signage efforts align with the scale of the competitions.

Commissioner Zalak stated that it would be beneficial to the community to alert them of events occurring particularly high-profile events to encourage local attendance and engagement.

Ms. Thacker concurred, emphasizing that WEC actively seeks to welcome the public to its events and wants the community to view events at WEC as a shared opportunity, not solely an internal operation. She expressed optimism that continued collaboration with the Visitors and Convention Bureau would help expand outreach and community involvement.

Mr. Christopher Fernandez stated that it is important that the relationship between WEC and the community be reciprocal in that as the community is engaging with WEC, which he enjoys himself, that WEC is actively shining a spotlight on the community. Mr. Fernandez noted that while making distinctions about the different events during the Winter Series was important it was also important to understand how WEC is actively connecting those visiting competitors and attendees for the event with the broader community including attractions such as Silver Springs and other unique local businesses.

Ms. Sarah Thacker responded that partnering with the broader community is a central part of her role at WEC. Though she was hired to promote the lodging and venues at WEC, a part of her role also includes attracting national groups which she partners with the Ocala/Marion County Visitors and Convention Bureau to do. She explained that it was important to offer experiences to visitors beyond the equestrian activities available at WEC such as glass bottom boat rides and Cactus Jack's. She shared that she routinely engages with activities in the community with her own family so she is better equipped to market those activities in her role at WEC. She added that WEC has partnered with Gypsy Gold Farms to offer experiences to groups at discounted rates. As an example, she noted an upcoming national group visit in December with approximately 450 attendees over five days, which includes six scheduled excursions such as complete buyouts of the Glass Bottom Boats and other local experiences. She added that WEC also integrates community partnerships into its broader programming and emphasized that the Roberts family has made significant contributions to the community beyond tourism.

Ms. Olivia Hoblit added that each year, as WEC increases the number of shows it hosts, overall attendance continues to grow. She emphasized that this growth directly contributes to increased tourist development tax revenues for the community. Ms. Hoblit also noted that many attendees return for subsequent visits during the summer or fall and often share their experiences with family and friends, helping to expand WEC's visibility not only across the United States but internationally as well.

Ms. Thacker added that WEC's website features things to do in Ocala. The website is being revamped to make it more conducive not only to the WEC property but also to the things to do throughout Marion County. She stressed that while the Visitors and Convention Bureau (VCB) already provides excellent resources, WEC intends to strengthen its partnership by linking to and featuring content from the VCB's website rather than duplicating efforts.

Mr. Rus Adams asked if WEC currently has the VCB website linked on their website.

Ms. Thacker confirmed that a link is included on their website and reiterated that the website is being revamped. Ms. Thacker also noted the significant financial investment WEC has made in regards to marketing and hosting of Florida Encounter/Huddle.

Mr. Fernandez added that there is a local celebrity that has been highlighting local attractions and experiences through a video series. He suggested that WEC could incorporate those videos on their property such as on monitors in restaurants and bars on-site to help visitors plan their itineraries and encourage them to explore the community beyond the WEC property.

Ms. Thacker advised that WEC is already partnering with the same celebrity to produce an insider video on the WEC property scheduled for filming on October 2, 2025. She explained that when meeting with Ms. Loretta Shaffer she became aware of challenges the property was facing such as community members not recognizing that the property was accessible to them due to gates on property. She noted that WEC was making efforts to make the property more appealing to the community through activities on the property which they are advertising but also through investing in new retail spaces along 80th Ave that could feature local businesses. She also mentioned that WEC uses Miles Partnership for marketing which is the same marketing company that the VCB uses. This allows both organization to have similar messaging in their marketing efforts.

Ms. Thacker then highlighted the upcoming Annual Tourism Meeting in December where more than 626 people were invited and will also be utilized as a FAM (familiarization trip) including site visits for approximately 150 guests at The Equestrian Manor and trolley tours of the property. She noted that both WEC and the VCB had contributed financially to the success of the Annual Tourism Meeting.

Ms. Olivia Hoblit added that WEC is actively developing lodging and activity packages designed to extend visitor stays. She noted that when visitors are able to experience what Ocala has to offer they often choose to purchase homes in the area as a result of the positive experiences.

Ms. Sky Wheeler asked that the TDC Chairman clarify the names and titles of the WEC representatives for the record.

Mr. Rus Adams asked the WEC team to reintroduce themselves with their names and title for the record.

Commissioner Carl Zalak out 10:08am

The following WEC representatives were present:

- Sarah Thacker, Senior Director of Sales at the World Equestrian Center
- Olivia Hoblit, Director of Lodging Operations at the World Equestrian Center
- Shelley Page, Assistant of Equine Operations
- Tom Hern, Senior Director of Equine Operations

Mr. Adams then asked if there was any further presentations.

Mr. Corry Locke confirmed there were no additional items and invited questions from the Council. None were raised.

Commissioner Carl Zalak in 10:09am

A motion was made by Commissioner Carl Zalak, seconded by Danny Gaekwad, to approve funding for WEC Winter Series Weeks 1-12 for recommendation to the Marion County Board of County Commissioners as presented. The motion was unanimously approved by the council (5-0).

Staff Updates

TDT Collections/STR and Key Data Update

Ms. Sky Wheeler provided the update for the Tourist Development Tax Collections and STR and Key Data. She began with the collections for the reporting period of August which covered July revenues. Collections totaled $580,771.55. This represented an increase of $171,122.87 which is 41.77% compared to last year. She explained that as the Council reviews the data month-to-month numbers may fluctuate due to the efforts being made by the Tax Collectors Office for short-term rental compliance. She added that since the numbers were being presented within the fiscal year that the focus would not be on monthly totals but on the annual trends. Ms. Wheeler noted that Ms. Tammy McCann would return to provide the Council with a more robust report of the collections throughout the fiscal year at the next meeting in October. Year to date, Marion County was 17.48% ahead of the previous year and has surpassed last year's reporting by $958,929.26 with one month still to be reported. Ms. Wheeler added as a point of context that the amount collected beyond last year's total is greater than the County's entire annual collections when she began in 2013.

Ms.Wheeler then transitioned into Smith Travel Research and CoStar data for both Marion County and Visit Florida along with Key Data which represents short-term rental data as it relates to occupancy and other metrics. She noted that the metrics being presented were unrelated to compliance of short term rentals as that information would be provided by Ms. Tammy McCann. For August in Marion County, occupancy was 47.8% which was a decrease of 8.1% year-over-year. The average daily rate was $103.87 which was a decrease of 2% compared to last year and RevPAR was $49.61 which was a decrease of 9.9% compared to last year. For the running 12 months occupancy increased by 4%, ADR increased by 6.2% and RevPAR increased by 10.5%. She noted that, unlike in previous years, Marion County did not experience hurricane displacement traffic during the late summer, which typically boosts occupancy as evacuees seek refuge in the region. Without that natural event-driven surge, occupancy in August was down compared to the prior year.

For Visit Florida STR data, statewide occupancy was at 62.2% which was an increase of 0.3%, the average daily rate was $154.49 which was an increase of 2.5% and RevPAR was $96.04 which was an increase of 2.9%.

Turning to short term rental data, occupancy was 39% which was an increase of 18%, average daily rate was $113 which was a decrease of 10% as occupancy increased there were more

opportunities resulting in a decrease in rates. RevPAR was $36 which was an increase of $5 compared to last year and nights available for the month of August in short term rentals as reported by Key Data was 5,893 which was a decrease of 5% compared to last year. For the running twelve months short term rental occupancy increased by 4%, average daily rate decreased by 6%, RevPAR decreased by 2% and room nights available decreased by 1%

Ms. Wheeler called for questions. None were raised.

Mr. Danny Gaekwad commented that the data indicates a direct relationship between hotels and short term rentals noting that as more rooms shift to Airbnb, hotel occupancy and ADR also declines.

Ms. Wheeler responded that the trend charts included in the meeting agenda packet show Visit Florida STR data compared to Marion County STR data and Key Data so the council is able to see how the trends align.

Mr. Gaekwad asked for the ADR for Airbnbs compared to hotels.

Ms. Wheeler responded that the ADR for short term rentals was $113 whereas for hotels in Marion County it was $103.87

Mr. Gaekwad asked for the RevPAR data as well.

Ms. Wheeler responded that RevPAR for short term rentals was $36 and RevPAR for hotels and traditional lodging operators was $49.61

Mr. Gaekwad observed that the comparison remains challenging to interpret, describing it as "a hodgepodge" that makes it difficult to determine who is renting.

Ms. Wheeler added that there may be shifts in the data as new hotels open in the downtown area. She explained that currently, with only one downtown hotel, visitors who want to stay in the metro area often turn to short-term rentals. Once the additional hotels come online, it will be interesting to observe how occupancy patterns change.

TDC Events Calendar

Ms. Wheeler advised that there is an events calendar in each meeting agenda packet and it is also available online which includes all events approved during the current meeting and any events scheduled through the new fiscal year.

Marketing and Communications Update

Ms. Wheeler presented the Marketing and Communications update located on page 171 of the meeting agenda packet on behalf of Ms. Jessica Heller who was attending a media mission with Visit Florida in the United Kingdom along with the president and key representatives of Visit Florida. She noted that the mission was going extremely well and that Ms. Heller will provide a full update at the next meeting.

Ms. Wheeler highlighted a few items from the Marketing and Communications update. Ms Wheeler explained that September was a quieter month for media activity as staff finalized the

closeout of the FY 2025 media plan. The new FY 2026 plan would launch in October, at which point additional activity would resume. She noted that digital placements were still active during this transition period, while print advertising had paused in order to close the fiscal year. Billboards, however, remained in place and continued to run consistently. Ms. Wheeler highlighted the significant work done on industry facing and community advocacy communications, drawing attention to the third page of the Marketing and Communications update which details the number of press releases that have been issued. Staff has also made significant efforts to educate the community about available funding programs. She reminded attendees that letters of intent for the Arts and Cultural Destination Enhancement Funding Program were due by October 1, and encouraged any interested parties to connect with Ms. Candace Shelton following the meeting for more information. She noted that press releases also included significant information about the Flagler Awards and that several press releases were done through Visit Florida which achieved strong media pick up. Ms. Wheeler closed by thanking those who have collaborated with the VCB to host press trips in July and August as it is a great time to get people into the community and writing about things to do.

Ms. Wheeler turned the floor over to Mr. Corry Locke to continue with the next item on the agenda.

Sales Update

Mr. Locke provided the sales update, highlighting several items of new business. He reported that the MPI Tampa Area Board Retreat will be hosted in Ocala next weekend. While event is not anticipated to generate a significant number of room nights, it is valuable to build relationships with board members and showcase the community's hospitality. The VCB staff will host the group for dinner on October 2 in downtown Ocala. Mr. Locke then shared that the Big East Swimming and Diving Competition were hosted for a site visit that included the Big East Assistant Commissioner and their Commissioner of Broadcasting on Tuesday at Florida Aquatics Swimming & Training (FAST) which went well. They have confirmed that the event will be held in Ocala February 18-21, 2026 and will also return in 2027. The Florida Interscholastic Cycling League Mountain Biking event is an hosted by an organization based out of Tallahassee that Mr. Locke connected with at the Florida Sports Foundation Summit in June. The organization is exploring opportunities to bring the event to Ocala/Marion County to so mountain biking at Santos Trails and utilize the Florida Horse Park as a vendor area with 100 vendors.

Mr. Locke presented new leads next. The Blue Knights Florida Spring Meeting is hosted by the Blue Knights which is a motorcycle group made up of retired and former police officers. The organization is considering Ocala for their spring meeting in April 2026. Mr. Locke and Mr. Bryan Day met with the group and believe they will select Ocala to host the event. The event is anticipated to generate 300 room nights. The Florida Hospital Association has expressed interest for their Board Retreat to be held May 8-10 of 2026 and is anticipated to generate 80 room nights. The Florida Hospital Association also has a Workforce Summit they are considering hosting in Ocala/Marion County September 11-12 of 2026 that is anticipated to generate 200 room nights. Fishers of Men, a Christian-based fishing organization, is considering Orange Lake for an October 2026 event, expected to generate approximately 200 room nights. The event was previously

hosted in Ocala/Marion County in 2013 however Mr. Locke recently met with the group at Connect Miami. The UF/IFAS Extension Office is reviewing Ocala as a site for its annual meeting in May 2027, which could generate over 1,200 room nights. The Florida Supervisors of Election are also considering Ocala for their December 2027 annual conference, with an anticipated 380 room nights.

Mr. Locke also reported on lost business noting that he had been recently notified that Ocala/Marion County did not win a bid for the Florida Propane Gas Association. A bid was distributed in the VCB's CRM, IDSS approximately three or four months prior however, the organization chose to host the event in another location. The Association Societies Alliance also informed the team that Ocala/Marion County was not selected as the host location. Mr. Locke added that this was a national bid with over 150 responses.

He then updated the council on upcoming tradeshows that the sales team would be attending. The TEAMS Conference is a large sports industry conference that is affiliated with the Olympic Committee and the National Cheerleading Association giving the team the opportunity to meet with several valuable stakeholders. The conference will be held in Columbus, Ohio on October 13-15. The team will also attend the FSAE Education Expo where they will have a sponsor booth and several partners attending with them including four or five hoteliers that will share the booth with Staff. The VCB is expected to have a significant presence at that event with the opportunity to garner some new business.

Mr. Gaekwad asked when and where the FSAE Education Expo will be held.

Mr. Locke responded that event will be held in Tallahassee on October 15 at the Donald L. Tucker Civic Center.

Mr. Gaekwad asked how large the event is.

Mr. Locke responded that the total number of attendees is between 100-150, primarily meeting planners that are FSAE members based in Tallahassee and destinations. He noted that there are still two available slots for partners to participate. Lastly Mr. Bryan Day would be attending the FSAE Central Florida Power Luncheon to represent Marion County.

Mr. Locke called for any questions regarding the sales update. None were raised.

Mr. Adams thanked Mr. Locke for the update.

America 250

Ms. Shaffer reported that the America 250 initiative had been raised during the recent budget workshop hearings and noted that the budget was approved. She explained that America 250 will be a major event nationwide and is a significant event for Visit Florida at a state level. The U.S. Semi Quincentennial Commission has been established by Congress to orchestrate celebrations nationwide. Ms. Shaffer emphasized that the Marion County Commissioners have directed her to aid in coordinating celebrations for America 250 and was eager to explore opportunities whether statewide, nationwide or at a local level. She deferred to Commissioner Carl Zalak to provide any additional updates on America 250.

Commissioner Zalak advised that there are a number of initiatives being considered for America 250 and that the celebration offers a 'once in a lifetime' opportunity to celebrate the country. He expressed that America 250 represents a unifying opportunity for the community. He advised that he has been named the Chairman for the America 250 board and has met with the City of Ocala and the Marion County School Board. He plans to meet with the City of Dunnellon, City of Belleview and many more partners. He explained that the board is currently exploring the option of doing a parade for the America 250 celebration. Being that July 4th of 2026 falls on a Saturday it allows the opportunity to host events throughout the week leading up to July 4th. He explained that Marion County intends to embrace an Americana theme beginning January 1, 2026, with both internal and external communications reflecting the historic 1776 milestone. Plans are underway to include a parade in the thematics and coordinate with the City of Ocala on additional projects. He added that a significant amount of funds will be needed to execute the projects and the board has an expectation that the Tourist Development department will pay for tourism related activities while the County Commission will raise funds from business partners for general non-tourism related activities. Commissioner Zalak noted that meeting are also underway with the CEP to make reservations for items such as fireworks. One fireworks provider that has been contacted proposed producing four simultaneous shows across the county with synchronized music, which would require early reservations due to high demand.

Mr. Danny Gaekwad asked if there would be a drone show for the America 250 celebrations.

Commissioner Zalak advised that there would not be a drone show as it would be too costly. He stated that no programming for the event had been finalized but that the board plans to establish a committee and several sub committees to include veterans and community business partners. He encouraged Councilmembers to bring any suggestions to the board that may enhance the celebration. The kickoff is anticipated in late March 2026 during Marion County Day, launching a "100 days to July 4th" campaign to encourage residents and businesses to display flags and patriotic symbols throughout the county.

Mr. Gaekwad asked if the City of Ocala would be participating with the County.

Commissioner Carl Zalak responded that everyone would be participating. The City of Ocala intends to host daytime activities downtown at Tuscawilla Park while the County intends to host evening activities including the parade and fireworks at Veterans Park. He stated that he has not yet met with other municipalities so he is unsure of their intentions for the celebration. Commissioner Zalak also highlighted a grant provided by the Governor to the Daughters of the American Revolution to create lasting commemorations of the nation's founders. Statues have already been placed in counties such as Jefferson (Thomas Jefferson) and Washington, and a proposal has been submitted for Francis Marion, the county's namesake. The hope is to unveil a statue of "The Swamp Fox" at Veterans Park as part of the celebrations. In addition, the City of Ocala has offered to collaborate on programming, such as special screenings during the celebratory week. Commissioner Zalak suggested that showing films like The Patriot loosely based on Francis Marion would tie directly to local heritage and help unify the community. He concluded by emphasizing that the County is developing a variety of ideas to bring residents together, including parades, fireworks, cultural events, and patriotic displays, and that further

discussions will be brought back to the TDC for consideration of funding and support. He noted that Ms. Shaffer's position on the VISIT FLORIDA Board would be instrumental in ensuring Marion County's participation in state-level America 250 initiatives.

Mr. Adams verified that there were no additional items on the agenda that would require a vote.

Ms. Shaffer confirmed that there were no additional items on the agenda which would require a vote and that she had a few more items for discussion before Mr. Adams would be able to adjourn the meeting.

Barry Mansfield out 10:31am

Job Fair hosted by CareerSource CLM

Ms. Shaffer informed the Council that CareerSource CLM, in partnership with the College of Central Florida (CF), will be hosting a Marion County job fair. She noted that CF has recently launched a new hospitality school, and the job fair will serve as a way to connect students with local opportunities in the tourism and hospitality industries. Ms. Shaffer shared that she had recently presented to CF students and expressed enthusiasm about seeing a succession plan developed within the community that supports the future of tourism as a whole. Council members were encouraged to participate in the job fair if interested.

Notation for Record

Marketing, Sales and Advocacy Plans

Ms. Shaffer noted for the record that while no presentation was given at the meeting the meeting materials included the Marketing Plan, Sales Plan and Advocacy Plan which builds on the Media Plan that was approved in the previous month. She emphasized the importance of these documents for the tourism industry as they develop their own individual marketing plans.

Long Range Tourism Plan Tracking Document.

Ms. Shaffer highlighted that Ms. Wheeler has undertaken significant work in reassessing the Long-Range Tourism Plan with the knowledge that in 2026 the County will be revising both the County's plan and the department's plan. A tracking document has been included in the meeting materials which demonstrates progress made thus far.

Sales Report

Ms. Shaffer advised that the sales report prepared by Mr. Corry Locke is also included in the meeting materials for review.

Old Business

Mr. Adams called for any old business and none was brought forth.

New Business

Mr. Adams called for any new business and none was brought forth

Public Comment

Upcoming Meeting

Mr. Adams called for any public comment and none was brought forth.

Mr. Adams stated that the next TDC meeting will be on Thursday, October 23, 2025 at 9am.

The meeting adjourned at 10:33 am.



Rus Adams, Chairman